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CURRENT TOPICS.

IT IS NOW announced that the chambers of KEKEWICH and JOYCE, JJ., will be the Vacation Chambers instead of the chambers of FARWELL and SWINFEN EADY, JJ., as previously stated.

IT WILL be seen from the report of the meeting of the Incorporated Law Society, which will be found elsewhere, that the whole of the retiring members of the Council have been re-elected and that the new members are Mr. WILLIAM EDWARD GILLETT, of the firm of Messrs. Baileys, Shaw, & Gillett, Berners-street; Mr. WILLIAM GEORGE KING, of Messrs. Young, Jackson, Beard, & King, Essex-street; Mr. CHARLES LEOPOLD SAMSON, of Messrs Grundy, Kershaw, Samson, & Co., Gresham-street; and Mr. WALTER TROWER, of Messrs. Trower, Still, Freeling, & Parkin, New-square, Lincoln's-inn.

THE LORD CHANCELLOR has introduced in the House of Lords the Prevention of Corruption Bill in the form in which it passed the House of Lords last year. It will be remembered that the Lord Chancellor's Bill last year was introduced as a substitute for the Bill which Lord ALVERSTONE had taken over as a legacy from Lord RUSSELL of KILLOWEN. Lord ALVERSTONE'S Bill was a somewhat long and complicated measure, and in particular it had minute provisions defining the occasions on which a gift was to be deemed to be corrupt. The Lord Chancellor's Bill is much shorter, and contains only one operative clause, the object of which is to prohibit in general terms the corrupt receiving and giving of secret commissions by or to agents. It is proposed that proceedings under the Act shall not be instituted without the consent of one of the law officers.

WE NOTICED last year (45 SOLICITORS' JOURNAL, 761) the decision in the Court of Session in Scotland of Lord LOWE, in which he held that the late Sir W. CUNLIFFE-BROOKE had never intended to relinquish, and did not in fact relinquish, his English domicil of origin, and in so deciding held that residence in another place was not sufficient by itself to destroy the domicil of origin; there must also be an intention of abandoning the domicil of origin. The Court of Appeal in England took a similar view of the law in the case in reference to the estate of the late HARRY EMMANUEL (48 SOLICITORS' JOURNAL, 330). This did not deter the pursuers in the Scotch case from appealing. Their appeal came before the first division of the Court of Session on the 15th of last month, but that court unanimously adhered to the decision of Lord LOWE. The Lord President said that the doctrine was well established, both in England and Scotland, that the domicil of origin must prevail unless the person whose domicil was in question had manifested and carried into execution an intention of abandoning his domicil of origin and acquiring a domicil of choice; the *animus relinquendi* was essential. He added that where there was a divided residence a heavier onus was cast upon the person who alleged an abandonment of the domicil of origin than in cases where the person had only one residence when the question as to his domicil arose.

The case of *Lisle* v. *Reeve* (*Times*, 25th ult.), which at one time promised to raise a very interesting question on the doctrine of "clogging the equity of redemption," has turned in the House of Lords, as it did in the Court of Appeal (50 W. R. 231), purely upon a question of fact—whether the agreement which gave the mortgagee a right of purchase was to be treated as forming one transaction with the mortgage itself, in which case the right would of course be a clog upon the equity of redemption, or whether it was a subsequent independent transaction so as not to be an infringement of any rule of law. On the 23rd of April, 1896, the plaintiffs entered into an agreement to make advances to the defendant up to £5,000 upon a ship, and they were to be at liberty at any time within two years to become partners in the ship upon terms which meant in effect that they were to purchase a half-share for the amount of the advance. The whole £5,000 was advanced, but the option of purchase was not exercised within the two years. Hence at the end of that time there was subsisting between the parties the ordinary relation of mortgagor and mortgagee. In June, 1898, a fresh arrangement was come to, and the defendant gave further security in respect of £2,000, part of the £5,000, and the time of payment of this £2,000 was fixed for the following December. Then in July, 1898, another agreement was made, under which the time for repayment of the whole £5,000 was extended for five years, and the option of entering into partnership was again given to the plaintiffs also for the same period. The question was whether the mortgage of June and the agreement of July were the same or independent transactions. Buckley, J., held that they were parts of the same transaction. Hence *primâ facie* the option of purchasing a half-share in the mortgaged property was bad. But he avoided this result by the novel doctrine that since the legal right of redemption was postponed for five years, there was during that period no occasion for equity to intervene. Thus there was no equity of redemption in existence and there could be no clog upon it. It followed that an agreement fettering the right to redeem could not be invalid as a clog on the equity. This very ingenious reasoning was not looked on favourably in the Court of Appeal, though, inasmuch as there the agreement of July was held to be independent of the mortgage of June, the question whether the option to enter into partnership was a clog on the equity of redemption did not arise. The House of Lords have taken the same view as to the independence of the two transactions, and the judgments as at present reported do not show that the point taken by Buckley, J., was noticed. It may be assumed that his reasoning would not be adopted in any similar case, and that the mortgagee is not entitled to introduce a clog on redemption in the mortgage by simply postponing the time for repayment.

A correspondent has addressed to us an interesting letter on the chromatic sequence of coloured ink in the revision of drafts. He complains that disregard of uniformity in this matter is on the increase. We cannot say that our experience leads to that conclusion, but it is certainly important that the long-established sequence should be observed, so as to shew at a glance on whose behalf the successive alterations have been made. We well remember the indignant protest which we received many years ago from an experienced member of the profession in whose draft alterations had been made by inadvertence in ink of the wrong colour. Nothing could apparently have been a more heinous conveyancing offence; we had appropriated a colour to which we had no right; the effect of such unlawful appropriation was to lead to the supposition that the alterations had been made by the other side, and besides this, we had diminished the inks available for future revision. We imagine that there would be added in the margin of the draft in question a note setting forth with great explicitness the crime which had been committed. We venture to differ from our present correspondent with regard to the sequence of inks after violet: according to our experience green invariably comes first, and yellow is the last of the colours to be used. This has probably arisen from the difficulty of obtaining a satisfactory yellow ink. Recently, however, there has been brought out a so-called Kaki Ink, which gives an exceedingly vivid yellow. As to the colours to be used after yellow, our correspondent is unable to give us any suggestions. There are no other colours recognized in conveyancing, but we happen to have a box of coloured inks, intended, we believe, for a peculiar kind of game consisting of underlining in different inks words and passages in the Bible, which contains brown, olive green, and some other colours. In the comparatively small number of instances where the cumulative obstinacy of revisers has necessitated an extension of the series of colours, we have usually found yellow underlined black employed, and in accordance with this practice, we suppose that if still further revision should be necessary the colours would be taken in the reverse order—green underlined black, and so on. In fact, however, the order ought properly to be the original one, and red underlined black should be first employed. The question of the difficulty occasioned by the (in our view hateful, but common) practice of typewriting drafts in violet or green is touched upon by our correspondent. We agree with him that written alterations in the same ink can be easily distinguished, provided the typewriting demon leaves sufficient room between the lines to make the alterations. But can any one imagine the effect produced by a close-lined violet typewritten draft which has been subjected to alterations in the whole sequence of coloured inks?

The House of Lords in *Neale* v. *Gordon-Lennox* (*Times*, 2nd inst.) have not adopted the extensive view of the authority of counsel which commended itself to the Court of Appeal (*ante*, p. 408). It was there held, in agreement with the principle laid down by Lord Alverstone, C.J., that, notwithstanding a limit might have been placed by the client upon the authority of counsel, the client was bound by a settlement made by him, unless the fact of the limitation of authority had been communicated to the other side. And the Court of Appeal held—in this differing from the Lord Chief Justice—that the rule applied not only to a final, but also to an interlocutory order. Hence in an action involving imputations upon character, where the plaintiff's counsel, who was expressly authorized to consent to a reference upon the terms of the defendant withdrawing all imputations, agreed to a reference without any condition as to such withdrawal, the Court of Appeal held that the plaintiff was bound to submit to the reference, though Lord Alverstone had released her from it on the ground that the consent order made contrary to her instructions was only interlocutory. The decision of the Court of Appeal seems, however, to overlook the circumstance insisted on by Lord Esher, M.R., when the question of the authority of counsel was before the Court of Appeal in *Matthews* v. *Munster* (20 Q. B. D. 141), that the power of counsel is subject to be controlled by the court; and "if," said Lord Esher, "counsel were to conduct a cause in such a manner that an unjust advantage were to be given to the other side, or to act under a mistake in such a way as to produce some injustice, the court has authority to overrule the action of the advocate." This dictum does not apply specifically to the present case, because the application to revoke the reference was not based upon any allegation of mistake by counsel, but it contains the principle upon which the House of Lords have acted in reversing the decision of the Court of Appeal. It is the business of the court to see that justice is done between the parties, and this object is not to be frustrated because the counsel for one of the parties has exceeded his authority. "To suggest," said the Lord Chancellor, "that a court of justice is so completely bound by the action of counsel as to be deprived of the opportunity of doing justice, is a most extraordinary proposition." Moreover, Lord Lindley pointed out that the order to which the plaintiff objected was one the drawing up of which would, in the Chancery Division, be stayed as a matter of course, since the consent to it was given contrary to the client's express instructions. The decision does not impugn the general authority of counsel with respect to the conduct of the suit (*Swinfen* v. *Lord Chelmsford*, 5 H. & N. 890), or his authority to agree to a compromise where he has no instructions to the contrary (*Matthews* v. *Munster*, *supra*), but it prevents this authority being exercised in such a manner as to produce injustice to the client.

An action for damages under Lord Campbell's Act, *Gladley* v. *The Great Eastern Railway*, which has recently been tried, is in some respects one of unusual legal interest for an action of this class. The plaintiff sought to recover for the loss of her husband, who was killed in an accident on the defendant company's line, and the defence set up was a denial of negligence. The cause of the accident was the breaking of an axle; and very strong evidence was put forward on behalf of the defendants that the break occurred because of an internal flaw in the axle which could not have been discovered by inspection or by any of the ordinary and reasonable tests. The jury in the end found that there was negligence, and if this finding is not disturbed, of course the verdict for the plaintiff will stand. If, however, the Court of Appeal finds that there was no evidence of negligence, or that the verdict was against the weight of the evidence as to the proof of negligence, the plaintiff's action must fail, even although her husband was killed by the breaking of the axle and through no kind of negligence on his part. In its facts this case is very like *Readhead* v. *The Midland Railway Co.* (L. R. 4 Q. B. 379). In that case the cause of the accident was the breaking of a tyre, and it was found as a fact that such breaking arose from a latent defect in the tyre which was not attributable to any fault on the maker's part and was not capable of being detected previously to the breaking. On this the Exchequer Chamber held that the railway company was not liable; and the case is always cited as the chief authority for the proposition that a railway company is not a common carrier of passengers. In the court below Lord Blackburn took a different view; and although he did not go so far as to say that a railway company is an insurer of the passenger's safety, as the common carrier is of goods, he was of opinion that a company warrants that the vehicle in which a passenger is carried is sufficient in all respects for its purpose. He was, however, alone in this opinion out of the nine judges who considered the case in the Queen's Bench and Exchequer Chamber. Many persons will no doubt consider Lord Blackburn's opinion as eminently reasonable, and what the law ought to be; and we believe this view has been adopted in some of the courts of the United States. However reasonable it may be, it is none the less erroneous in law. It is now well established that the liability of carriers of passengers is based upon their duty to take due care, and not upon any warranty. Their position is quite different from that of the common carrier in respect to goods; and if the passenger is injured, he must prove negligence before he can recover damages. We express no opinion upon the facts of the recent case; but if a railway can prove that an accident arose through a flaw in manufacture which was not attributable to any fault on the part of the manufacturer, and which could not have been discovered by those tests which it is reasonable to use, then the company are not liable. It is, of course, very difficult in such a case to get a jury to find against the plaintiff, and if there is any evidence at all, it is almost as difficult to upset the verdict. As far as the law goes, however, this view of the liability of a railway company seems to be well established.

The case of *Castaneda and Others* v. *The Clydebank Engineering and Shipbuilding Co.*, just decided by the House of Lords, was a Scotch appeal, but will probably be a useful authority in proceedings by foreign Sovereigns and States in the English courts. The action was brought in Scotland upon a contract which purported to be between Don Manuel de la Camara, Chief of the Spanish Royal Naval Commission in London, and Don Nicolas Prat, Commissary of the said commission, "both in the name and representation of the Spanish Minister of Marine in Madrid, hereinafter called the Spanish Government" of the one part, and the defendant company, who were engineers and shipbuilders in Scotland, of the other part. By this contract the company undertook to build for the Spanish Government two twin-screw torpedo boat destroyers, and the action was to recover damages for failure to deliver the vessels within the time stipulated by the contract. The plaintiffs in the action (whose title to sue was the question in dispute) were Castaneda, Spanish Minister of Marine in Madrid; Iglesias, then chief of the Spanish Royal Naval Commission in London; Tapia, Commissary of the same, and the said Spanish Royal Naval Commission. Castaneda was not the Spanish Minister of Marine at the date of the contract, and Iglesias and Tapia, who were plaintiffs as being respectively at the date of the action the Chief of the Spanish Royal Naval Commission and Commissary of the commission, were not the same individuals as those with whom the contract was made, but only their successors in office. In these circumstances the defendants took the objection that the plaintiffs had no title to sue. With regard to the Minister of Marine, it was urged that he only contracted as the "agent of the Spanish Government" and the Spanish Government could not sue by that name inasmuch as they were an unknown and undefined body, and the Spanish Sovereign was the proper party to sue. The plaintiffs did not seriously contend that the chief of the Royal Naval Commission and the Commissary were proper plaintiffs, for they were not parties to the contract, which was executed by their predecessors in their individual capacity, but they contended that the Minister of Marine, as head of a department of the Spanish Government, was a proper party to the action. The defendants must be taken to have contracted with him on the footing that he was the Spanish Government. The Lord Ordinary held that the action was properly brought by the Minister of Marine. The action was founded on contract, and in general the question who is entitled to sue upon a contract is answered by ascertaining who were the parties to it. The contract was certainly made by Camara and Prat, but they acted as agents of the Minister of Marine, an official who was not described by name, but by his office, and was called throughout the contract "The Spanish Government." If the head of a department of a foreign State was authorized by the local law to enter into a contract binding upon his Government, there was no reason why he should not be entitled to enforce it in this country. The Court of Session (Lord Young dissenting) set aside the decision of the Lord Ordinary mainly on the authority of certain decisions which held that, in the case of a foreign monarchy, the Sovereign must sue as the representative of his nation. The House of Lords has now overruled the Court of Session and restored the decision of the Lord Ordinary, on the ground that the Spanish Minister of Marine for the time being had a clear right to sue. The contract was for the Spanish Navy, and it must have been in contemplation that ministries changed and the idea of continuity must have been present to both sides. The decree of the House of Lords is founded upon the intention of the parties and the comity of nations. By the law of England the parties to a contract cannot stipulate that the person who fills a certain office for the time being shall be entitled to sue on behalf of one of the contracting parties. This would be making a new species of corporation unknown to the law. But this could be done by the authority of an Act of Parliament, and it may be assumed that the foreign legislature gave the Minister of Marine the necessary qualification in the present case.

The House of Lords have decided in a sense adverse to the underwriters the interesting question which was raised in *Driefontein Consolidated Mines* v. *Janson* (*Times*, 6th inst.), and they have declined to extend the rule forbidding insurance of an enemy's property to the case where a loss is incurred while hostilities, though imminent, have not actually broken out. It was decided by a series of cases at the beginning of the last century that, upon grounds of public policy, every insurance must be taken to be subject to the implied proviso that it shall not cover any loss happening during the existence of hostilities between the respective countries of the assured and the assurer; because, as it was put by Lord Ellenborough, C.J., in *Brandon* v. *Curling* (4 East. p. 417), "during the existence of such hostilities the subjects of the one country cannot allowably lend their assistance to protect by insurance the property and commerce of the subjects of the other." The principle of public policy is not altogether clear, for since the remedy on the insurance is in any case suspended during the war, the assured would not be reimbursed against his loss until he was a friend again; but however this may be, the authorities require that, for the

principle to apply, there must be an actually existing state of warfare, and in the present case this element was wanting. The insurance was effected at Lloyds' in August, 1899, upon gold to be sent by the Driefontein Co. from the Transvaal, and it covered loss by "arrests of all kings, princes, and people." The gold was "commandeered" by the Transvaal Government on the 2nd of October, and war did not actually break out till the 11th of October. It was a question whether the plaintiff company was to be treated for the purpose of the principle at stake as an alien enemy, inasmuch as practically all the shareholders were European, and the late Master of the Rolls in particular held that to bring the case within the rule the enmity must be real. In the House of Lords more stress has been laid upon the independent existence of the company as distinguished from its shareholders, but in the result this point is not important. Attention has been called, as was done by ROMER, L.J., in the Court of Appeal (49 W. R. 660; 1901, 2 K. B. 419), to the great inconvenience which would arise if parties had to speculate upon the imminence of an outbreak of hostilities. Although a state of war no longer depends for its commencement upon a formal declaration of war, yet its actual existence is a matter of no doubt. But so long as war is only anticipated, there is no certain rule by which parties can be guided. The strained relations may end in war or not, but this doubt ought not to effect the validity of a contract. "Instead of a known and ascertained rule," said the Lord Chancellor, "which makes it clear whether a contract is unlawful or not, the intending parties to a contract must look all round the political horizon and form a judgment whether in some one or more contingencies the fulfilment of it may be injurious to his own country in the event of war." This state of things is avoided by the result of the litigation, which represents the opinion of all the judges who have taken part in it except VAUGHAN WILLIAMS, L.J.

THE CASES depending upon liability for inducing breaches of contract and upon civil liability for conspiracy have been rapidly accumulating of recent years. Two important additions have been made to the list in the judgment of BIGHAM, J., delivered on Thursday in *Glamorgan Coal Co.* v. *South Wales Miners' Federation* (*Times*, 8th inst.), and the judgment of WALTON, J., at Cardiff, a short time back, in *Giblan* v. *The Labourers' Union* (*Times*, 10th April). The judgment of BIGHAM, J., turned mainly on the question of the liability which a man incurs who induces another to commit a breach of contract. If A. is entitled to the benefit of a contract with B., and C. induces B. to break the contract, has A. a cause of action against C.? It is possible to argue that the conduct of C. is really analogous to an infringement of a right of property, so as to render C. liable quite apart from the question of the motive or intention with which he acted, and upon this view the Miners' Federation would have been liable at the suit of the plaintiff colliery owners. They had, as BIGHAM, J., held, upon the facts, induced the breaking of existing contracts by miners in the employ of the plaintiffs. But such a rule would be productive of much hardship, and upon the law the learned judge held, after consideration of *Lumley* v. *Gye* (2 E. & B. 216), *Bowen* v. *Hall* (6 Q. B. D. 333), and the judgment of BOWEN, L.J., in the *Mogul case* (37 W. R. 756, 23 Q. B. D. 598), that the inducing to commit a breach of contract furnished no cause of action unless there was present also the element of actual malice—that is, a real intention on the part of the defendant to injure the plaintiff—or, unless—to adopt an alternative statement—the defendant acted without just cause or excuse. "A violation of legal right," said Lord MACNAGHTEN, in *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C., p. 510), "committed knowingly is a cause of action, and it is a violation of right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference"; and upon this ground he considered that the decision in *Lumley* v. *Gye* was right. Hence the question in the case before BIGHAM, J., resolved itself into one of fact—whether the Federation had acted without sufficient justification—and on this the learned judge found in their favour. The Federation had induced the miners to stop work upon certain days in violation of the existing contracts with the colliery owners, but there was no actual intention to injure the owners; and the Federation honestly believed that they were acting in the best interests of masters and men. A fall of prices seemed to be imminent—which under the sliding scale meant also a lowering of wages—and the object was to prevent this result by restricting the output of coal.

THE JUDGMENT of WALTON, J., in *Giblan* v. *The Labourers' Union* (*supra*), dealt with the question of conspiracy, and was an interesting attempt to elucidate the difficulties which have been introduced into the law by the successive House of Lords decisions in the *Mogul case* (40 W. R. 337; 1892, A. C. 25), *Allen* v. *Flood* (46 W. R. 258; 1898, A. C. 1), and *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495). Until the last case the law seemed to be settled that the operations of trade unions would not be interfered with provided the members did no act which rendered them criminally liable, and provided they did not procure actual breaches of contract. It followed from the *Mogul case* that acts done in the course of trade competition, which might have the effect of ruining a rival, did not become actionable by reason of conspiracy; and from *Allen* v. *Flood*, that inducing an employer not to employ certain workmen was not actionable when done by one man, even though done maliciously, the motive being in fact immaterial. The natural deduction from the two cases was that conspiracy in itself gave no cause of action, and that acts which one member of a trade union could lawfully do might be done by several in concert without incurring liability: see *Huttley* v. *Simmons* (1898, 1 Q. B. 181). But in *Quinn* v. *Leathem* the House of Lords thought that this result placed workmen at an unfair disadvantage against the unions, and held that a conspiracy to injure another would be actionable even though no act was done which would be actionable if done by an individual. In the *Cardiff case* WALTON, J., had to reconcile this last decision with the *Mogul case*, and he did so by holding that conspiracy furnishes no ground of action if the object is to protect or advance the interests of the members of the union, even though a necessary consequence would be to injure the plaintiff; but it does furnish a ground of action if the object is directly and primarily to injure the plaintiff. The case before him fell within the latter category, inasmuch as the sole object of certain coercive proceedings taken by the secretary of the union was to punish a former member for not paying money due from him to the union; though, at the same time, since he exceeded the authority conferred upon him by the rules, the union—so the learned judge decided—was not liable collectively, but only the secretary as an individual. Both cases illustrate the difficulty which there is in bringing home civil liability to trade unions, and possibly in practice the *Taff Vale case* (50 W. R. 44; 1901, A. C. 426) will not be so burdensome to trade union funds as was at first expected.

THE CASE of *Watts* v. *Bucknall* (*Times*, 6th inst.), decided by BYRNE, J., this week, following so closely the judgment of the Court of Appeal in *Cackett* v. *Keswick* (*ante*, p. 600), shews that litigation arising upon section 38 of the Companies Act, 1867, is by no means at an end, though the section itself was repealed by the Companies Act, 1900. In *Cackett* v. *Keswick* it was held, upon the facts of the case, that a contract which had been omitted from the prospectus was a contract material for intending subscribers to know, and that there had been no sufficient disclosure of its nature to enable the promoters and directors to rely upon the waiver clause. In the present case, also, material contracts, some of them relating to the profits which were being made out of the promotion, were omitted from the prospectus; but the defendant, who was a director of the company, alleged that he was ignorant of the particular contracts, and he also relied upon the waiver clause, by which, according to the prospectus, every applicant for shares was to be bound. But, whether he knew of the contracts or not, he took part, so BYRNE, J., held, in the issue of the prospectus, and he did not make inquiry as to the contracts which were referred to in the waiver clause.

Hence he was not at liberty to set up his ignorance as a defence to the fraud to be imputed under the statute by reason of the omission to mention material contracts. "To hold otherwise," said the learned judge, "would be to hold that the 38th section has no application in cases where a director could prove that he is too careless to verify what he was putting forward in the prospectus, or even where he joined in putting forward a prospectus simply because his co-directors asked him to do so." And with regard to the waiver clause, BYRNE, J., followed the principle laid down in *Cackett* v. *Keswick*, that while the clause is not necessarily inoperative, yet there must be a fair disclosure to the subscriber of the nature of the contracts, the mention of which he is waiving. Such disclosure was not, so he held, afforded by the prospectus before him, and consequently the waiver clause did not protect the defendant from an adverse judgment.

THE NEW ORDER 30.

IN a letter which we published last week (*ante*, p. 683), "Davus" calls in question the statement made in our note on the new rules (*ante*, p. 642), that the new order 30 will not apply in future to actions by specially indorsed writ. In confirmation of his contention our correspondent quotes from ord. 30, r. 1 (*d*) the words "in any such action or proceeding a summons for directions may be taken out by any party." And he arrives at the conclusion "that all actions are now divided into two classes—(1) those coming under ord. 30, r. 1 (*a*), in which a summons for direction is *obligatory* on the *plaintiff*; (2) those coming under rule 1 (*d*), in which the issue of such a summons is *permissive* only and may be indulged in by any party." He, therefore, concludes that the new order 30 in its operation includes all actions and proceedings.

We would point out, however, that he omits to quote the first part of ord. 30, r. 1 (*d*), which is specific in excluding an action by specially indorsed writ. The precise effect of this sub-section will be better understood if it is read in its complete form, which is as follows:—

> (*d*) This rule shall not apply to Admiralty actions within the meaning of section 34 of the Judicature Act, 1873, or to actions in which the writ is specially indorsed under Order III., Rule 6, or to actions coming under the provisions of Order XVIIIA., or to any proceeding commenced by originating summons, but in any such action or proceeding a summons for directions may be taken out at the instance of any party thereto.

The rule says that order 30 (for rule 1 carries the whole order with it) does not apply to an action by specially indorsed writ, but that in such an action either party may nevertheless take out a summons for directions. There are a number of other rules which apply to actions by specially indorsed writ, notably those of order 14 and order 27, and it is an established axiom that all rules of court dealing with the same subject-matter are to be read together. Now, the last words of the above sub-section are easy of comprehension and present no conflict of meaning if we read them in relation to other rules of court governing the progress of an action by specially indorsed writ. The normal course of such an action has been amply provided for by prescribing that no further statement of claim shall be delivered (ord. 20, r. 1); by prescribing the time for defence (ord. 21, r. 6); by providing for summary judgment (ord. 14, r. 1); or summary trial (ord. 14, r. 8), and by providing also, as an alternative course, the entry of judgment in default of defence (order 27). If "Davus" is right, a defendant to an action by specially indorsed writ could, immediately after appearance, defeat and set aside all these provisions by exercising his "permissive" right to issue a summons for directions.

We may safely predict that the only effect of such an attempt would be the prompt payment of "costs thrown away." The obvious intention of the above sub-section with regard to an action by specially indorsed writ is that should it so happen (as does sometimes happen in such actions) that the plaintiff is aware that there is a substantial ground of defence, and he is therefore shut out from order 14 (see ord. 14, r. 9 (*b*)), and that, after waiting for a defence and receiving one, he is consequently shut out from order 27, he should not be precluded from applying for directions as to the future conduct of the action. And, further, that the defendant in those circumstances should also be allowed the same advantage, so that he may be able to press the action on if he desires.

Our correspondent appears to have confined his view of the new rules to order 30, but if regard is had to the new ord. 36, r. 1, it will be seen that, in the circumstances of an action by specially indorsed writ such as we have described, one or other of the parties would have to apply to the master to fix the place of trial; and though this can be done by ordinary summons, if it is preferred, it is clearly an advantage to the parties, although order 30 does not apply to their action, to allow them at the point when its development makes it convenient to do so, to ask at the same time for directions as to other interlocutory matters. In short, the specific exclusion from the operation of order 30 of certain kinds of actions has evidently been made in order to leave such actions to be worked out under their special rules, and such exclusion is not weakened because a saving clause has been added allowing the powers under that order to be applied to such actions when circumstances render the special rules prescribed for their management ineffective.

This conclusion coincides with that of a valued correspondent whose letter will be found elsewhere, and who concludes that the intention of the rule, as a whole, is that the permissive right given to either party to issue a summons for direction in actions which are excluded from the operation of Order 30 should only apply where there are special circumstances.

UNDERWRITING AND OPTIONS FOR SHARES.

IN the case of *Hilder* v. *Dexter* (*Times*, 6th inst.) the House of Lords have overruled *Burrows* v. *Matabele Gold Reefs* (49 W. R. 500; 1901, 2 Ch. 23), and have held that section 8 of the Companies Act, 1900, is not infringed by giving to subscribers for shares in a company an option to take further shares at a specified price not lower than their nominal value. Prior to the passing of the Act it was, as is well known, very doubtful whether it was legitimate to pay a commission for underwriting shares. Such a payment could be defended on the ground that it was a payment resembling brokerage made in the ordinary course of business for the purpose of getting the shares taken up. On the other hand, the amount paid for underwriting was usually far in excess of anything that could properly be regarded as brokerage, and, in fact, it meant that the shares were issued at a discount. The underwriter received his 10 per cent, or whatever it might be, and the cash received by the company in respect of the shares underwritten was proportionately diminished. But in the course of the prolonged discussions which preceded the Act of 1900, it was recognized that underwriting was a legitimate operation, and it was thought expedient to introduce into the Act a clause expressly sanctioning the payment, under certain conditions, of underwriting commissions. This was done by section 8.

The first sub-section is positive in its terms, and shews in what cases commission is payable; the second is negative, and forbids the payment of commission in other cases; the third preserves the existing power of companies to pay brokerage. Sub-section 1 applies only where shares are being offered to the public for subscription, but in such cases it is lawful for a company to pay commission for underwriting shares, provided the payment of the commission and the amount or rate per cent. are respectively authorized by the articles of association and disclosed in the prospectus. There is no doubt, then, that where a company goes to the public, and where the necessary authority is given in the articles of association and disclosure made in the prospectus, a commission not exceeding that so authorized and disclosed can be paid. The above cases have turned not upon the positive enactment of sub-section 1, but upon the prohibition of sub-section 2. The latter sub-section provides that, "save as aforesaid, no company shall apply any of its shares or capital money either directly or indirectly in payment of any commission, discount, or allowance to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares of the company." The question which has arisen upon this provision is whether an agreement by which the company gives to sub-

scribers for shares or to underwriters an option to take up further shares at par, or at a specified price above par, is an application of shares indirectly in payment of commission, and is therefore unlawful.

In *Burrows* v. *Matabele Gold Reefs* (*supra*) the company, upon the issue of 80,000 £1 shares, had entered into an agreement to have 60,000 underwritten upon the terms that the underwriters should have the option before a certain date of taking up 15,000 further shares of £1 each at £2 10s. When they claimed to exercise this option the shares stood at a much higher price than £2 10s., and both FARWELL, J., and the Court of Appeal (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) (49 W. R. 428, 500; 1901, 2 Ch. 23), held that an allotment in pursuance of the option would be an application of shares in payment of a commission for underwriting, and was, therefore, prohibited by the section. This was put by RIGBY, L.J., upon the ground that the restriction upon applying shares in payment of commission does not extend only to their nominal value. "The share," said the learned judge, "is worth to the company what it will bring. That is the value of the thing. If it will bring more than £1, the nominal amount, then that is the value to the company; and if they apply a share which nominally only amounts to £1, but is really worth, we will say, several pounds, they apply several pounds' worth of their property, and that they are prohibited from doing if the result will be that a commission or profit accrues to the underwriters for subscribing for other shares in the company."

In the above opinion both VAUGHAN WILLIAMS and STIRLING, L.JJ., concurred, and it appeared to follow properly enough from the very wide language of the sub-section in question. There was an application of shares, not directly indeed, but indirectly, in payment of a "commission, discount, or allowance" in consideration of underwriting the original 60,000 shares, and an indirect payment is brought expressly within the prohibition. The House of Lords have, however, in *Hilder* v. *Dexter* (*supra*) unanimously arrived at an opposite conclusion. A company, called the *United Gold Coast Mining Properties* (*Limited*), was incorporated in December, 1900, with a capital of £200,000 in £1 shares. In January, 1901, the directors, without going to the public, entered into an arrangement for allotting 33,333 shares among fourteen persons upon the terms that they should have an option for a year of taking up another £1 share at par for each of the shares originally subscribed; and if this option was exercised, then a similar option of taking up a third £1 share during the following year. The transaction, therefore, only differed from that in the *Matabele case* in the circumstance that the further shares were to be issued at par and not at a premium. In each case the price was determined beforehand without any reference to what the actual market value of the shares might be at the time of issue. But the arrangement has now been held to be lawful upon the ground that the company is not bound to issue its shares at par, and that the exercise of the option would not result in any diminution of the proper capital of the company. "I am not aware," said Lord DAVEY, who seems to have delivered the leading judgment, "of any law which obliges a company to issue its shares above par because they are saleable at a premium in the market. It depends on the circumstances of each case whether it will be prudent or even possible to do so, and it is a question for the directors to decide." In other words, provided the directors take care that the shares issued are represented by their nominal value in the paid up capital of the company, they may, so far as relates to section 8 of the Act of 1900, do as they please with any surplus that is obtainable by issuing the shares at a premium. In such a case, they might, as Lord DAVEY pointed out, be liable to the shareholders for the misuse of their powers as directors, but there would have been no unlawful application of "shares or capital money" within the meaning of section 8.

Opinions to a similar effect were expressed by Lords SHAND, BRAMPTON, and ROBERTSON, and the Lord Chancellor stated that he agreed, although he abstained from taking a formal part in the decision upon the ground that he was himself largely responsible for the drafting of the section, and he did not want its construction to be influenced by the possibility of the intention of the draftsman being imported into it. It is useless arguing when the House of Lords have pronounced, and the result of the decision will be to render legitimate a form of underwriting contract which is an interesting mode of speculation, and which does not infringe upon the amount of the nominal value of the company. Whether such contracts are useful or necessary from a business point of view, we are not prepared to say; but as a mere matter of the construction of sub-section 2, we imagine there will be little hesitation in thinking that the Court of Appeal were right. It is, no doubt, correct to say that the company, in neglecting to obtain a premium for shares which any broker can get in the open market, is not applying any of its capital money in payment of a commission. But the sub-section speaks, not only of the application of capital money, but of the application of shares; and if certain shares are so issued in consideration of underwriting other shares, so that money goes into the underwriters' pockets which otherwise would have come to the company, it is very difficult to avoid the conclusion that shares are being applied indirectly in payment of a commission. Of course it may be said that, but for the support at first given by the underwriters, the shares would never have been at a premium. That may be or may not be; in any case, it is not a relevant consideration. The only question is whether this form of remunerating underwriters is prohibited by section 8. But for the decision of the House of Lords, we should have said that it clearly is prohibited.

REVIEWS.

ADMIRALTY PROCEDURE.

A TREATISE ON THE JURISDICTION AND PRACTICE OF THE ENGLISH COURTS IN ADMIRALTY ACTIONS AND APPEALS: BEING A THIRD EDITION OF WILLIAMS AND BRUCE'S ADMIRALTY PRACTICE By the Hon. Mr. Justice BRUCE, D.C.L., and CHARLES FUHR JEMMETT, B.C.L., M.A., M.L., Barrister-at-Law, assisted by GEORGE GRENVILLE PHILLIMORE, B.C.L., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

We are glad to see a new edition of this useful and comprehensive work on the practice in Admiralty matters. In this branch of the law the R.S.C., though they might be supposed to be comprehensive, furnish very inadequate guidance, and the editors comment in the preface on the difficulty that exists in consolidating the new rules with the remnants of the old. Practitioners will now find this done for them by the light of the numerous important decisions which have been given of recent years; and though it is hardly possible, under the existing statute and case law, to make Admiralty procedure easy, yet adequate assistance is here given for surmounting its difficulties. The leading peculiarity of the procedure is, of course, the action *in rem*, with its incidents of the arrest of the *res* and release on bail. Theoretically the liability in such an action would seem to be restricted to the value of the ship, and the editors strongly support (p. 18) this view in opposition to the principle suggested by Jeune, P., in the *Dictator* (1892, P. 304), that personal liability over and above that value can be enforced in the action. Apart from theoretical considerations, however, it would seem to be convenient that, in whatever form the action is commenced, it should be possible so to shape it as to settle all questions between the parties relating to the matter in dispute. Closely connected with the action *in rem* is the subject of maritime lien, and this also, as recent noteworthy decisions shew—*The Heinrich Bjorn* (11 App. Cas. 270), for instance, and quite recently *The Veritas* (1901, P. 304)—is still in process of development. One of the most interesting features is the newly invented practice, referred to at p. 196, and illustrated by *The Ripon City* (1897, P. 226), under which persons who supply coal to a ship, and who are denied a maritime lien for the price under the head of necessaries, seek to obtain the lien under the head of master's disbursements by drawing on the master. The necessity for a device of this kind suggests that the law might well be altered by extending the remedies for necessaries supplied to ships. The present edition furnishes abundant information upon these and other matters relating to procedure in Admiralty actions, and is amply supplied with practical directions on points of detail.

In consequence of extensive alterations to the heating apparatus, Lincoln's-inn Library will be closed from Monday, the 18th of August, to the 23rd, both inclusive, as well as during the first ten days in September. It is probable that the nature of the work will prevent the re-opening for a few days after the 10th of September.

CORRESPONDENCE.

THE NEW ORDER 30.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondent "Davus" appears to be engaged in the unprofitable task of constructing mountains out of mole-hills. He seems to imagine that he has made the great discovery that the effect of ord. 30, r. 1 (*d*), is to create two classes of proceedings to which the order applies: (1) the class of cases in which the summons for directions is obligatory; (2) the class of cases in which it is optional. By a strange process of reasoning, he arrives at the conclusion that what is expressly excluded is impliedly included.

Now, the rule speaks for itself. It applies in all but the excepted cases, and in these cases a summons for directions *may* be issued by either party. An exception is no less an exception because under certain conditions it ceases to be exceptional.

Two things may safely be predicted: (1) That very special circumstances will be required to justify resort to the summons for directions in cases coming within the exception; (2) that in one very large class of such cases a summons for directions will be unheard of. Nobody with any experience of the course of procedure by originating summons can suppose that order 30 can conveniently be applied to such procedure. Under rule 5 no application after judgment can be made under a summons for directions. Interlocutory proceedings before the hearing of an originating summons are exceedingly rare, nor are they in any case sufficiently numerous to induce a solicitor to have recourse to a method which involves the payment of a fee of 10s.

The application of the provisions of order 30 to proceedings in the Chancery Division has not been found so conducive either to convenience or to economy that practitioners in that division are likely to resort to it in cases where they are under no obligation to do so.

"SEMPER EGO AUDITOR"?

THE CHROMATIC SEQUENCE OF COLOURED INKS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The chromatic sequence of coloured inks in use when perusing drafts is a matter of so much convenience to conveyancers that no apology seems needed for inviting attention to the disregard to uniformity which I have noticed is lately on the increase.

No book of practice that I know of deals with the subject, but from my own experience, now over forty years, the colour red has been universal for the first revision of a black ink draft, then blue, after that violet, and then yellow and green. I am not sure of the order of precedence between the last two colours, and beyond them my memory does not help me.

Reason suggests this arrangement because the primary colours *red* and *blue* produce the secondary following colour, *violet*. Then comes yellow, a primary colour, and following it green, produced by the union of yellow with its antecedent blue.

It needs no argument to shew how much the intelligent perusal of a draft is assisted if, by a well recognized rule, we may know by the colours used how—*i.e.*, on whose behalf—the successive revisions have been made; and if some of your readers will be good enough to give their experience of the rotation of colour, and more uniformity of practice can thereby be secured, I shall not regret having invited attention to the subject.

An objection to violet ink has been raised because that colour is often now used in type-written drafts, but my own view is that the violet *hand*writing will always be sufficiently distinguishable from the *form* of the type-written draft.

R. H. BARRETT.

Slough, Bucks, Aug. 4.

[See observations under "Current Topics."—ED. *S.J.*]

The following are the arrangements made for transacting business in the Probate and Divorce Registries during the Long Vacation—viz.: The Registrars of the Probate and Divorce Registries of His Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Tuesday, the 12th of August, until Friday, the 24th of October, except in special circumstances to be stated in a written application addressed to them. One of the Registrars will sit at the Principal Probate Registry, Somerset House, to hear summonses every day during the vacation at 11 30. On Wednesdays, the 13th and 27th of August, the 10th and 24th of September, and the 8th of October, one of the Registrars will sit at the Principal Probate Registry to hear motions, at 12 30. Decrees will be made absolute on Wednesdays, the 20th of August, the 10th of September, and the 1st and 15th of October. All papers for motions and for making decrees absolute are to be left at the Contentions Department, Somerset House, before 2 o'clock on the preceding Friday. The offices of the Probate and Divorce Registries will be opened at 11 and closed at 3, except on Saturdays, when they will be opened at 10 o'clock and closed at 2. On and after the 4th of August and until the 13th of September, inclusive, the Department for Literary Enquiry will be entirely closed.

CASES OF THE WEEK.

Court of Appeal.

RATCLIFF AND ANOTHER *v.* MENDELSSOHN. No. 1. 31st July.

STOCK EXCHANGE—DEFAULT OF BROKER—LIQUIDATION—COMPLETION BY JOBBER WITH BROKER'S CUSTOMERS—RIGHT OF JOBBER TO SUE FOR DIFFERENCES.

Appeal from the judgment of Mathew, J. (reported 50 W. R. 106; 1901, 2 K. B. 844). The plaintiffs were jobbers on the London Stock Exchange. At the date of the Mid-May settlement, on the 13th of May, 1901, there became due from the defendant, who was then a broker on the Stock Exchange, the sum of £986 for differences in respect of contracts for the sale and purchase of stocks and shares entered into by the defendant on behalf of customers with the plaintiffs. These contracts were carried over to the end of May settlement. On the 16th of May the defendant was declared a defaulter on the Stock Exchange, and all his contracts then open were closed at the hammer prices in accordance with rule 177 of the Stock Exchange Rules and Regulations, the result being that a further sum of £281 was shown to be due from the defendant to the plaintiffs. At the end of the May settlement, the defendant's customers either completed with the plaintiffs through other brokers or again carried over, and the plaintiffs received from such other brokers the sum due from the customers in respect of those transactions. By rule 155 of the Stock Exchange Rules and Regulations, the plaintiffs would have to account to the official assignee for £281 of the amount received by them from the defendant's customers. The plaintiffs claimed in the liquidation of the defendant's estate by the official assignee of the Stock Exchange, and were paid a dividend of 2s. 6d. in the pound in respect of the two sums of £986 and £281, and there were other assets out of which a further dividend would be paid. The plaintiffs claimed in this action to recover £986 and £281. The defence was as to the whole claim, that the plaintiffs' sole right was to prove in the Stock Echange liquidation of the defendant's estate by the official assignee; and as to the claim for £281 that the plaintiffs had elected to complete the transactions with the defendant's customers, and had been paid or settled with by them. Mathew, J., held that the action was maintainable, and gave judgment for the plaintiffs for the amount claimed, allowing credit for the dividend. The defendant appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.), dismissed the appeal.

COLLINS, M.R., said that, with regard to the claim for £986, this became a debt due from the defendant to the plaintiffs in the ordinary way on the settling day. Had anything happened subsequently to the settling day to show that the plaintiffs could not sue for that debt? The only thing that happened subsequently was that the defendant was declared a defaulter, and his assets were being collected and distributed by the official assignee under the rules of the Stock Exchange. The case of *Ex parte Ward, Re Ward* (30 W. R. 560, 20 Ch. D. 356) in the Court of Appeal, shewed that that afforded no defence to the claim. They were bound by that decision, and the plaintiffs were entitled to recover that sum. Then with regard to the £281, the decision of this court in the second case of *Ex parte Ward, Re Ward* (31 W. R. 112, 22 Ch. D. 132), shewed that that was a new debt recoverable by the jobbers from the defaulting broker. The fact that the plaintiffs had been paid this sum under the original contract by the defendant's customers did not affect their right to sue the defendant for it, because under the rules of the Stock Exchange the plaintiffs would have to hand over the £281 received from the defendant's customers to the official assignee. The judgment was therefore right.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Muir Mackenzie* and *J. R. Atkin; Rufus Isaacs*, K.C., and *Carrington*. SOLICITORS, *Osborn & Osborn; Michael Abrahams, Sons, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

STEAMSHIP CARISBROOK CO. (LIM.) *v.* LONDON AND PROVINCIAL MARINE AND GENERAL INSURANCE CO. (LIM.). No. 1. 29th July.

SHIP—GENERAL AVERAGE—VOYAGE UNDER CHARTER-PARTY TO FOREIGN PORT IN BALLAST AND BACK TO HOME PORT WITH CARGO—GENERAL AVERAGE SACRIFICE ON WAY OUT—LIABILITY OF CHARTERED FREIGHT TO CONTRIBUTE.

This was an appeal from the judgment of Mathew, J., at the trial of an action without a jury, 50 W. R., 42 [1901] 2 K. B. 861. The action was brought by shipowners against underwriters on a policy of insurance on a ship. During the currency of the policy the plaintiffs entered into a charter-party, by which it was provided that the ship should proceed from Fleetwood to Savannah and there load a cargo of cotton and proceed therewith to Liverpool, Manchester, or Bremen, as directed, and there deliver her cargo, freight to be paid on delivery. The vessel sailed for Savannah in ballast, and before she arrived at Savannah she stranded and sustained damage which was admitted to be of the nature of a general average loss. After the necessary repairs had been executed, she loaded a cargo at Savannah in accordance with the charter-party, and proceeded to Liverpool, and on due delivery the plaintiffs received the chartered freight. The plaintiffs having brought this action to recover the cost of the repairs, the defendants contended that the chartered freight was liable to contribute in general average. Mathew, J., following *Williams* v. *London Assurance* (1 M. & S. 318), held that the chartered freight was liable to contribute, and that the defendants were entitled to have the amount of the contribution deducted from the sum claimed in the action. The plaintiffs appealed, and it was argued on their part that the homeward chartered freight, not having been at risk at the time of the general average loss, was not liable to contribute. The case

of *Williams* v. *London Assurance* had been disapproved of by the text-book writers, Benecke, Arnould, and Phillips; and the judgment of Willes, J., in *Potter* v. *Rankin* (L. R. 3 C. P. 562, at p. 567), was an authority against the defendants' contention. The defendants relied on *Williams* v. *London Assurance*, which had been followed in *Moran* v. *Jones* (7 E. & B. 523), and on the general practice of average adjusters for many years.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that the vessel under a charter-party sailed in ballast for Savannah, and came back to England with a cargo, thereby earning chartered freight. On her way out she met with a misfortune which necessitated a general average sacrifice. The question was whether the chartered freight could be called on to contribute in general average. If *Williams* v. *London Assurance*, decided in 1813, was good law, it covered this case, and the chartered freight was liable to contribute. *Moran* v. *Jones*, decided in 1857, followed *Williams* v. *London Assurance*, and in his opinion the same point practically had been decided still earlier—viz., in 1810, in *The Progress*, Edwards's Adm. Rep. 210. The rule laid down in *Williams* v. *London Assurance* seemed to him to be a good working rule, and it had never been questioned in any decided case. The criticisms of the text-book writers were aimed not so much at the rule itself as at the difficulty of estimating the proper value of the freight at risk at the time of the general average sacrifice. The dictum of Willes, J., in *Potter* v. *Rankin* was addressed to different circumstances, and ought not to be taken as impugning the principle of *Williams* v. *London Assurance*.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Carver*, K.C., and *D. Stephens*; *J. A. Hamilton*, K.C., and *F. D. Mackinnon*. SOLICITORS, *Holman, Birdwood, & Co.*; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by F. G. RÜCKER, Esq., Barrister-at-Law.]

Re **CREDIT ASSURANCE AND GUARANTEE CORPORATION (LIM.).**
No. 2. 30th July.

COMPANY—REDUCTION OF CAPITAL—UNEQUAL PAYMENT UPON ORDINARY SHARES.

This was an appeal from a decision of Farwell, J., dismissing a petition for confirmation by the court of the reduction of capital. The Credit Assurance and Guarantee Corporation (Limited) had a capital of £1,000,000, divided into £2,000 deferred shares of £1 each, and 299,800 ordinary shares of £10 each. The deferred shares were all issued and fully paid, and 37,712 ordinary shares had been issued. Of the latter, 2,621 had been forfeited, 1,123 had been issued under a duly registered contract with £5 paid up, and the remainder had been paid up to the extent of £2. The memorandum of association provided that the profits should be applied, after allowing for a reserve fund, in paying, first, a dividend of 10 per cent. on the amount paid up for the time being, one-half of the surplus to the holders of deferred shares, and the remaining moiety, subject to the payment thereout of such extra remuneration to the directors, as might be determined in general meeting, should belong to the holders of ordinary shares. By article 152 of the articles of association: "If the corporation shall be wound up, and the surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, on the shares held by them respectively at the commencement of the winding up. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions." The corporation had power to reduce its capital by paying off capital or cancelling capital which had been lost or was unrepresented by available assets. On the 12th of December, 1901, a special resolution was passed reducing the capital to £850,300, divided into 99,800 of £10 each and 2,000 deferred shares of £1 each, and such reduction was to be effected by cancelling capital to the extent of £1 10s. in respect of each of the ordinary shares, which had been issued and were then outstanding, and reducing the nominal amount of all the ordinary shares in the company's capital from £10 to £8 10s. Farwell, J., was of opinion that the same rule must be followed in the reduction of capital as would have been followed in a winding-up, and that the losses must be borne by the members in proportion to the amounts paid up in the shares. He therefore dismissed the petition. The company appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MATHEW, L.JJ.), without discussing Farwell, J.'s judgment, were of opinion, having regard to the authority of *British and American Trustee and Finance Corporation* v. *Couper* (42 W. R. 652, 1894 A. C. 399), that the court could sanction any arrangement that was fair for all parties, and allowed the appeal.

VAUGHAN WILLIAMS, L.J.—We are all of opinion that this scheme would not work inequitably or unjustly. That being so, it is admitted that we have a discretion to sanction the scheme, and we do sanction the scheme. In a case like this there must be very often something which leaves the rights of the parties not quite the same as before, but I think this scheme alters them as little as possible.—COUNSEL, *Younger*, K.C., and *Cozens-Hardy*; *Jenkins*, K.C., and *Martelli*. SOLICITORS, *Davidson & Morries*; *R. Chapman*.

[Reported by J. L. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **THE ANGLO-FRENCH EXPLORATION CO. (LIM.).** Buckley, J. 12th and 19th July, and 2nd Aug.

COMPANY—REDUCTION OF CAPITAL—CANCELLATION OF SHARES—NO LOSS OF CAPITAL—NO RETURN OF CAPITAL—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131) ss. 9, 11—COMPANIES ACT, 1877 (40 & 41 VICT. c. 26) ss. 3, 4.

Petition. This was a petition for reduction of the capital of the above company by cancellation of its founders' shares. The company was formed in 1889, under the Companies Acts, 1862-1886, as a limited company for the purposes (amongst others) of securing openings for capital in South Africa, and of acquiring and developing land, mines, and other property. The capital, which had originally been less, was at the date of the agreement next mentioned £700,300 in 350,000 preference, and 350,000 ordinary shares of £1 each, and 300 founders' shares of £1 each, all of which had been issued and fully paid up. The founders' shares were, by the memorandum of association, entitled to 25 per cent. of the profits after deduction of 8 per cent. upon the capital of the original ordinary shares, and in the event of a winding up they were entitled to 25 per cent. of the surplus assets after payment of the capital paid upon the other shares. No increase of capital could affect these rights. The company met with great success. Desiring to raise further capital, it was considered expedient to get rid of the founders' shares. Accordingly, by an agreement of the 17th of February, 1902, between two of the holders of founders' shares for themselves and all the other holders of the first part, the company of the second part, and one Clark for the directors of the third part, after reciting that each founders' share was equivalent to 260 ordinary shares with a liability to pay par, it was agreed that each holder of founders' shares who ratified the agreement should have allotted to him 260 new ordinary shares for each of his shares. The agreement was conditional, amongst other things, upon the reduction by cancellation of the founders' shares being sanctioned by the court, and was to become void if all the conditions were not fulfilled within six months from its date. On the 27th of March, 1902, at an extraordinary general meeting, the capital of the company was increased to £1,000,300 by the creation of 150,000 more ordinary and the same number of preference shares, and by a special resolution, which was subsequently duly confirmed, it was resolved that having regard to the said conditional agreement the capital of the company should be reduced from £1,000,300 to £1,000,000 by the cancellation of the whole 300 fully paid up founders' shares. The conditional agreement was ratified by the directors of the company, and by all the holders of founders' shares. A petition was presented by the companies asking that the reduction of capital to be affected by the special resolution cancelling the 300 founders' shares might be confirmed by the court. At the hearing Buckley, J., expressed great difficulty at sanctioning a reduction of capital where the amount had not been lost, was not unrepresented by available assets, and was not paid off as being in excess of the wants of the company. It was suggested that the case might have been brought within the Act of 1877 by the £300 paid up on the founders' shares being returned to the holders before cancellation, but that course could not be adopted now, as it would require a further special resolution to be passed, and that would probably prevent the sanction of the court being obtained within the time limited by the agreement. Counsel contended that if the case did not come within the Act of 1877, it came within sections 9 and 11 of the Act of 1867.

BUCKLEY, J.—The petitioners say that inasmuch as the reduction might be made if the amount paid up on the shares were returned to the shareholders, the question cannot be affected by the fact that the shareholders are content to surrender the shares without asking payment. If this is so, the court has for the last quarter of a century or more been wasting its time in requiring evidence that capital has been lost, unless it can be maintained (and it cannot) that the evidence has been required not for the protection of creditors, but to enable a majority of corporators to bind a minority. The question is, What are the rights of the creditors where the proposed reduction is of the nominal capital and of the paid up capital? The answer is that the reduction must in this case be so made as not to effect the equilibrium of the balance-sheet to the prejudice of the creditor. On the liability side of the balance-sheet will be found (amongst other things) the amount of capital paid up by shareholders. That must not be used except for capital purposes. On the other side is found the assets of the company. If the proposed reduction is made it will strike out a sum on the liability side from the amount representing paid up capital, leaving the assets side unaffected. The balance item would thus be increased. In some instances this increase would become divisible as a dividend, in others not. In my judgment the Act of 1877, by specifically giving power to cancel lost capital, or to return paid up capital, impliedly forbids the writing-off of capital which is neither lost or returned. *The British and American Trustee and Finance Corporation* v. *Couper* (42 W. R. 652; 1894, A. C. 399) was cited by the petitioners as an authority in their favour. It does not help them. It only decided that where the reduction was valid as between the corporation and its creditors, the incidence may be thrown in any just manner among the corporators *inter se*. In the present case the amount proposed to be written off is trivial—£300—but the principle is the same as if it were £300,000. If £300,000 were written off the liability side of the balance-sheet, the obligation of the company to keep capital assets sufficient to balance the capital paid up would be diminished by £300,000, and the rights of the creditors would be affected. In my judgment that is not within the Act. But the object which the petitioners have in view may be attained in another way. If the holder of a £5 founders' share puts the share at the disposal of the company, and simultaneously takes an ordinary share and pays £5 upon it, the equilibrium of the balance-sheet is not disturbed so as to reduce the rights of the creditors. This course was adopted in The Westminster Electric Supply Corporation in August, 1897, and the St. James's and Pall Mall Electric Light Company in 1899, both before Stirling, J. If in this case the 78,000 shares which the holders of the founders' shares are to take are applied for, allotted, and paid for, and the holders of the founders' shares transfer them to trustees for the company, or declare themselves trustees for the company of those shares, the petition may be so amended as to lead to a minute by which the paid up capital

could be shown to be not less but greater than before. I should not, I think, be doing violence to the special resolution for reduction if in that state of facts I made the order. As regards the declaration by the founders that they claim no rights in respect of the founders' shares, but hold them at the disposal of the company, I think that I could act upon a consent given by counsel appearing for all the founders upon the further hearing of the petition. If the petitioners desire, the petition may stand over with liberty to amend.

The petition having been amended, and the holders of founders' shares having been made co-petitioners, and the 78,000 shares having been allotted to them, on the 2nd of August, 1902, his lordship made an order sanctioning the reduction, and dispensed with the necessity of the words "and reduced" being any longer added to the name of the company.—Counsel, *Stewart Smith*, K.C., *G. Lawrence*, and *W. E. Hollams*. Solicitors, *Hollams, Sons, Coward, & Hawksley*.

[Reported by Neville Tebbutt, Esq., Barrister-at-Law.]

Re **LOVERIDGE. DRAYTON** *v.* **LOVERIDGE.** Buckley, J. 24th and 25th July; 2nd August.

Mortgage—Entry by Mortgagee—Death of Mortgagee Practically Intestate—Equity of Redemption Barred—Devolution of Mortgaged Property.

This was the further consideration of an administration action. The question to be determined was whether, for the purposes of devolution, a mortgaged property upon which the mortgagee had entered, but in respect of which the equity of redemption had not been barred at the time of his death, must be treated as realty or as personalty. A testator devised and bequeathed his residuary real and personal estate to his wife during her widowhood and appointed her his executrix. In 1864 he died intestate, except as aforesaid. The testator was entitled to a mortgage debt of £1,075 secured upon certain lands. In 1861 he went into possession, and remained in possession until his death. After his death his widow went into possession, and so remained until her death in 1900. The persons entitled under the statutes of distribution at the time of his death were the widow and a brother. It was not contended that the possession of the widow was on her own behalf. On behalf of the executrix of the widow and the other next-of-kin of the testator it was contended, on the authority of *Attorney-General* v. *Vigor* (8 Ves. 256, 277) and *Flack* v. *Longmate* (8 Bea. 420, 423), that in all cases the test of whether the mortgage estate devolved as realty or personalty was its condition at the death of the mortgagee: if at that date it was personalty, the heir could only acquire the mortgage property as trustee for the persons entitled to the personal estate: *Canning* v. *Hicks* (1 Vern. 412), *Tabor* v. *Grover* (2 Vern. 367), *Awdley* v. *Awdley* (2 Vern. 193), *Ellis* v. *Guavas* (2 Ch. Ca. 50), and *Carlisle* v. *Gober* (Nelson 52). On behalf of the persons who would take if it devolved as realty it was contended that when a mortgagee enters into possession, such entry is to be deemed to be the expression of an intention to take as land, subject to the equity of redemption; he could, therefore, have devised the property as land: *Noyes* v. *Mordaunt* (2 Vern. 582.) In any case the persons entitled to the personal estate were only entitled to a charge on the mortgage estate for the mortgage money: *Clerkson* v. *Bowyer* (2 Vern. 66); *Re Woodhead* (W. N. 1884, 174); *Thornborough* v. *Baker* (1 Ch. Cas. 183, 185); *Winne* v. *Littleton* (2 Ch. Cas. 51); and *Garret* v. *Evers* (Mos. 364) were also cited. The court took time to consider.

Buckley, J., held that the property was, for the purposes of devolution, to be treated as personalty. In the course of his judgment he said: The testator, at the time of his death, was entitled to the mortgage debt which was personalty, and as security for that the land was vested in him, subject to redemption. The estate in the land descended to the heir, but at the moment of the testator's death the heir was, as it appears to me, only a trustee for the legal personal representative, who was entitled to the debt and to the beneficial interest in the land in respect of the debt. After the lapse of many years the equity of redemption became barred, and the estate of the heir was no longer subject to redemption. But I see no reason why the estate of the heir, of which he was, up to that time, trustee for the legal personal representative, should have become at that date, or at any time, his property. Someone, at the testator's death, became entitled to this property. Unquestionably, as regards the mortgage debt, that person was the legal personal representative. The right against the land by way of security was the property of that same person, and although at a later date the rights in respect of the land became enlarged from rights subject to redemption to rights freed from redemption, that can have no effect in discharging the legal owner of the land from his trusteeship for the owner of the debt. [His lordship then dealt with the authorities, pointing out that *Attorney-General* v. *Vigor* and *Flack* v. *Longmate* supported his view and continued:] But then it is said that where the equity of redemption is released or foreclosed or the estate becomes irredeemable after the testator's death, the heir may be entitled to pay off the mortgage debt to the personal estate and retain the land. For this there was cited a case before Bacon, V.C., of *Re Woodhead*. The rule used to be that cases ought not to be cited from the Weekly Notes, and, I think, in this instance at least the rule is deserving of observance. The reasoning of the Vice-Chancellor is not given, and the note is not easy to follow. The one thing which does appear is that no authorities were cited. It may be that the decision rested upon the fact that there was a devise of mortgage estates and that it was to persons other than those to whom the residuary real and personal estate was given. However that may be, I do not think that the note of that case can prevail as against the authorities to which I have referred. I hold, therefore, that this property devolved upon the legal personal representative as personalty.—Counsel, *H. C. Hawkins; A. F. G. Greenland; Fossett Lock*. Solicitors, *Bridgman & Willcocks* for *Hillman & Bond*, Lyme Regis.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **ILIFF.** Wright and Darling, JJ. 4th August.

Bankruptcy—Practice—Proof—Substitution of Proof by Assignee of Proving Creditor—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 58, 63.

Application by way of appeal from the County Court of Sunderland for directions as to the procedure to be adopted by the assignee of a proof in order to obtain the dividends due under the proof. The assignee in the present case had asked the official receiver to examine into the proof and assignment and to put a proof on the file in the name of the assignee in substitution for the proof of the assignor as suggested in *Re Frost and Frost* (47 W. R. 512, [1899] 2 Q. B. 50). The official receiver satisfied himself that the assignment was in order, and expressed his willingness to substitute a proof by the assignee if ordered to do so by the court. The assignee thereupon applied to the county count for an order directing the official receiver to substitute his proof; but the county court judge declined to make any order on the ground that it was no part of the work of the court and that the official receiver ought to deal with the proof himself. The assignee appealed. The official receiver was represented on the appeal, but did not oppose the application.

The Court (Wright, and Darling, JJ.) directed that in future cases of the same kind application should be made to the court asking the leave of the court for the official receiver to substitute a proof by the assignee for that by the assignor. In the present case they granted such leave without further application.—Counsel, *A. Read; H. Sutton*. Solicitors, *Coote & Ball; The Solicitor to the Board of Trade*.

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

Re **POLLOCK & PENDLE.** *Ex parte* **THE TRUSTEE.** Wright and Darling, JJ. 4th August.

Bankruptcy—Execution—Completion by Seizure and Sale—Bankruptcy Act, 1883 (46 & 47 Vict. c. 45); Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 11.

Appeal from a decision of His Honour Judge Whitehorne in the Birmingham County Court, holding that a sum of £21 paid by the debtor to an execution creditor within fourteen days before the making of the receiving order passed to the trustee in bankruptcy. On the 1st of August, 1901, the creditor obtained judgment for £28 9s. 6d., and on the 2nd of August he put in execution. On the 9th of August the debtor's solicitors wrote to the creditor's solicitors enclosing £21 in part payment of the judgment debt and costs on condition that the creditor instructed the sheriff's officer to withdraw by the following morning. On the following morning (the 10th of August) the creditor instructed the sheriff's officer to withdraw, and he withdrew unconditionally. The receiving order was made upon the 17th of August, adjudication followed, and a trustee was appointed who claimed the said sum of £21 as property of the bankrupt divisible among his creditors. The county court judge decided in favour of the trustee upon the grounds that the execution had not been completed by seizure and sale, and, therefore, the creditor was not entitled to the benefit of it by reason of the provisions of section 45 of the Bankruptcy Act, 1883; and further, that if it was contended that this was "money paid to avoid a sale" within section 11 of the Bankruptcy Act, 1890, then it should have been paid to the sheriff, who by that section would have been required to hold it for fourteen days, and if bankruptcy supervened within that time, as it had in the present case, would have had to pay the money over to the official receiver. The creditor could not, by receiving the money himself, defeat the provisions of section 11. The creditor appealed.

The Court (Wright and Darling, JJ.) dismissed the appeal, expressing their entire concurrence with the judgment and reasoning of the county court judge.—Counsel, *Muir Mackenzie; J. S Pritchett*. Solicitors, *Walter & E. H. Foster*, Leeds; *Whitehouse & Stoddard*, Birmingham.

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

On the 31st ult. the Royal assent was given to The Midwives Bill, Sale of Intoxicating Liquors (Licences) (Ireland) Bill, Education Act, 1901 (Renewal), Bill, Post Office Sites Bill, London County Council (General Powers and Money) Bills, and a large number of private Bills.

Mr. Justice Wills, who is bringing out a new edition of the work on circumstantial evidence, has, says a writer in the *Globe*, contributed but little to legal literature. Not since 1862, when he edited the last edition of "Wills on Circumstantial Evidence," has his name figured in the announcements of the law publishers. But several books on topics more attractive than any yielded by the legal world have come from his hand. He has written "Wanderings among the High Alps" and "The Eagle's Nest," and has translated Rhendu's "Theorie des Glaciers de la Savoie." There are only two other judges now on the bench who have written works not primarily intended for the lawyer's bookshelves. Mr. Justice Ridley utilised his leisure as an official referee to translate Lucan's "Pharsalia," and Mr. Justice Darling has "Meditations in the Tea-room," as well as "Scintillæ Juris," to his literary account.

NEW ORDERS, &c.

GENERAL RULES AS TO ADMINISTRATION ORDERS.

UNDER SECTION 122 OF THE BANKRUPTCY ACT, 1883.

It is ordered as follows:—

1. The rules made on the 21st of December, 1888, under the provisions of section 122 of the Bankruptcy Act, 1883 (hereinafter called the Act), are hereby annulled as from twenty-fourth day of October, 1902, and the following rules shall thereafter stand in lieu thereof, and shall apply, so far as may be practicable (unless otherwise expressly provided), to all proceedings taken under administration orders or requests for orders in force or pending on that day. They may be cited as the Bankruptcy (Administration Order) Rules, 1902.

2. A debtor against whom a judgment has been obtained in a county court, and who desires to obtain an administration order under section 122 of the Act, shall file with the registrar of the court a request and statement in writing in the form No. 1 in the Appendix.

When the debtor is illiterate and unable to fill up the request and statement, the registrar or his clerk shall fill them up from the information given by the debtor.

3. (1) The debtor shall state in his request whether he proposes to pay his creditors in full, or whether he proposes to pay a composition. In the latter case he shall further state the amount in the pound which he proposes to pay, and in either case he shall state the amount of the monthly or other instalments by which he proposes to pay.

(2) The debtor shall set out in a list attached to his request the names, addresses, and descriptions of all his creditors, including all secured creditors, and all creditors having power to distrain, such as creditors for rent, rates, and taxes. Where a creditor is secured, or any person in addition to the debtor is liable for any debt, the particulars and estimated value of the security, or the name and address of such other person, shall be stated. Where judgment has been obtained or proceedings are pending in any county court or inferior court in respect of any debt scheduled that fact shall be stated, and the order or summons in each case must be produced to the registrar.

(3) The debtor shall attach to his request and statement an affidavit deposing that, to the best of his knowledge, information, and belief, the names of all his creditors, and the true amounts of the debts due from him to them, are set out in the list attached to the request, and that the statements made by him in his request and statement are true.

4. Upon a request being filed the registrar shall appoint a day for the hearing, and shall as soon as may be send in the form No. 3 in the Appendix a notice to all the creditors mentioned in the list of the day and hour when the request will be heard. The notice shall be sent by post not less than ten clear days before the day appointed for hearing the request.

The registrar shall also in like manner send a notice to the debtor in the form No 2 in the Appendix.

Provided, that where on the filing of a request it appears that the debtor or a majority of the creditors resides or reside in the district of another county court, the registrar may before appointing a day for the hearing refer the matter to the judge; and thereupon the judge may either direct that the request shall proceed, or may, if he is of opinion that it would be inconvenient that the court should administer the estate, order the request and a certificate of the judgment to be forwarded to the county court in the district of which the debtor or a majority of the creditors resides or reside, and thereupon the latter court shall proceed as if the request had originally been filed therein. Before making such order as last mentioned the judge may, if he thinks fit, direct notice to be given to the debtor to attend at the court on a day to be named in the notice, and to shew cause why such order should not be made. If such order is made, a copy thereof shall be sent by post by the registrar to the debtor.

5. Any creditor to whom notice of the hearing of a request has been sent, and who desires to object to any debt scheduled by the debtor, or to the amount of the composition or the instalments which the debtor proposes to pay, shall send written notice of his objection, by post or otherwise, to the registrar and to the debtor, and in the case of objection to a debt to the creditor whose debt is objected to, not less than five clear days before the day appointed for the hearing of the request; and he shall state in the notice the grounds of his objection. Provided, that by leave of the judge an objection may be heard although such notice has not been given.

6. At any time between the filing and the hearing of a request the judge or registrar of the court in which the request is filed may stay the proceedings on any execution, judgment summons, or order of commitment issued against the property or person of the debtor in respect of any debt scheduled to the request, whether issued by the court in which the request is filed, or issued by any other county court or inferior court and sent for execution to the court in which the request is filed; but in any such case the costs of such execution, judgment summons, or order of commitment incurred by the creditor before the stay of proceedings may be allowed, and such costs may on application be added to the debt scheduled.

7. Upon the request coming on for hearing the course of proceedings shall be as follows:

(1.) The debtor shall attend in person, unless the judge otherwise directs.

(2.) Any creditor, whether he has received a notice of the request or not, may attend the hearing thereof and prove his debt, and, subject to the provisions of Rule 5, object to any debt, or to the amount of the composition or the instalments which the debtor proposes to pay.

(3.) All debts set out in the list attached to the request shall be taken to be proved unless objected to by a creditor, or disallowed by the judge.

(4.) All creditors whose debts are objected to either by the debtor or any other creditor shall prove their debts in like manner as upon the hearing of an ordinary summons; provided that the judge may in his discretion direct the proof of any debt to be adjourned upon any terms that he may think fit, and may thereupon either adjourn the further consideration of the application or proceed to determine the same, in which latter case such debt, if and when proved, shall be added to the schedule of proved debts.

(5.) The debtor shall answer all questions put or allowed by the judge.

(6.) Any creditor whose debt is admitted or who has proved, and by leave of the judge any creditor the proof of whose debt has been adjourned, and with the like leave any other person on behalf of any such creditor, shall be entitled to be heard and to adduce evidence.

(7.) Where any facts are proved on proof of which the court exercising jurisdiction in bankruptcy would be required either to refuse, suspend, or attach conditions to the debtor's discharge if he were adjudged bankrupt, the judge may refuse to make an administretion order.

(8.) No administration order shall be made under which the payment of instalments, if kept up without default, would extend over a period of more than six years from the date of the order.

(9.) Where the judge is of opinion that it would be inconvenient that the court should administer the estate, he may order the request and a certificate of the judgment to be forwarded to the county court in the district of which the debtor or a majority of the creditors resides or reside, and thereupon the latter court shall proceed as if the request had originally been filed therein. If such order is made, a copy thereof shall be sent by post by the registrar to the debtor.

8. An administration order shall be in the form No. 5 in the Appendix, and, when made, a copy thereof shall be sent by post by the registrar to the debtor, but it shall not be necessary to prove the receipt thereof by the debtor before taking any proceedings upon the order.

Notice of the order having been made shall be sent to each creditor whose debt has been admitted or who has proved; the notice shall be sent by post, and shall be in the form No. 6 in the Appendix.

Notice of the order having been made shall also be sent by post in the same form (with the necessary modifications) to every other county court or inferior court in which, to the knowledge of the registrar, judgment has been obtained or proceedings are pending against the debtor in respect of any debt scheduled to the order.

9. After an administration order has been made, any creditor entitled to object under sub-section 11 of section 122 of the Act to any debt scheduled, or to the manner in which payment is directed to be made, must give notice in writing, by post or otherwise, to the registrar of his objection and of the grounds thereof, and the registrar shall thereupon name a day when the objection will be heard. An application to allow the objection shall be heard *ex parte* in the first instance by the judge, who may dismiss the application, or may direct it to be renewed upon notice being given to such persons and upon such terms, as to security for costs and otherwise, as he may think fit.

Provided that no creditor to whom notice of hearing of the request has been duly sent under Rule 4 shall be entitled to object to any debt scheduled, or to the manner in which payment is directed to be made, unless within two months from the date of the order he proves to the satisfaction of the court that the notice did not reach him, and that he has not received reasonable notice of the proceedings in any other manner.

10 Any creditor desiring to prove a debt under sub-section 12 of section 122 of the Act shall send in his claim in writing, by post or otherwise, to the registrar, who shall thereupon send notice of the claim to the debtor, by post or otherwise, in the form No. 10 in the Appendix.

11. If the debtor does not within the period allowed by the notice give notice that he disputes the claim, the claim shall be deemed to be proved, and shall be added to the schedule to the order accordingly and notice of the addition shall be sent, by post or otherwise, to the creditor, in the form No. 11 in the Appendix.

12. If the debtor within the period allowed gives notice of his objection, by post or otherwise, in the form No. 10 in the Appendix, the registrar shall appoint a day for the hearing of the objection, and give notice of the time for hearing to both parties, by post or otherwise, in the form No. 12 in the Appendix; and the judge on the hearing may either disallow the claim, or allow the same in whole or in part, in which latter case the debt allowed shall be added to the schedule, subject to the provisions of sub-section 12 of section 122 of the Act, and to Rule 21.

13. The judge shall appoint some person to have the conduct of the order, and may at any time afterwards remove him, and appoint any other person in his place.

It shall be the duty of any person so appointed to take all proper proceedings for enforcing the terms of the order; but in case of his neglect to proceed, or of urgency, any creditor may, by leave of the court, take such proceedings.

In particular, it shall be the duty of the person so appointed—

(i.) If default is made in payment of any instalment payable in pursuance of the order,

(*a*) to apply for the issue of a judgment summons under the next following rule; or,

(*b*) if it appears that the debtor is unable to pay by reason of illness or other unavoidable misfortune, to apply to the judge or registrar under Rule 17.

(ii.) If any facts become known to such person on which the order might be set aside or rescinded under Rule 15, to bring such facts to the attention of the judge, who may thereupon, if he thinks fit, direct notice to be given to the debtor, by post or otherwise, in the form No.

13 in the Appendix to attend at the court on a day to be named in the notice, and to shew cause why the order should not be set aside or rescinded, or may make such order or give such directions in the matter as he may think fit.

14. If default is made in payment of any instalment payable in pursuance of the order, a judgment summons may, on the application of any person entitled to take proceedings under Rule 13, be issued without fee. A judgment summons shall be in the form No. 8 in the Appendix, and shall be served personally five clear days before the return day thereof, and all proceedings thereon shall be taken in like manner as if it were a judgment summons issued in an action in the county court, except that (as provided by the Act) the debtor shall, unless the contrary is proved, be deemed to have had since the date of the order the means to pay the sum in respect of which he has made default, and to have refused or neglected to pay the same; and the judge, if satisfied that the debtor has not had the means to pay the sum in respect of which he has made default, may direct that the administration order shall be deemed to have been suspended during the period covered by the default, or make a new order for payment of the amount remaining due under the order by instalments. An order of commitment shall be in the form No. 9 in the Appendix.

15.—(1.) Where an administration order has at any time heretofore been or shall hereafter be made, such order may at any time be set aside or rescinded by the judge in any of the following cases; namely,

(1.) Where two or more of the instalments ordered to be paid are in arrear.

(2.) Where the debtor has wilfully inserted in the list attached to his request the wrong name or address of any of his creditors, or has wilfully omitted therefrom the name of any creditor.

(3.) Where the debtor subsequent to the date of the order has obtained credit to the extent of £2 or upwards without informing the creditor that he has an administration order.

(4.) Where the order has been obtained by fraud or misrepresentation.

(5.) Where a receiving order has since the date of the administration order been made against the debtor.

(2.) An administration order may be set aside or rescinded under this rule—

(1.) on the hearing of a judgment summons; or,

(2.) on the application of any person entitled to take proceedings under Rule 13, in which case notice shall be given to the debtor, by post or otherwise, in the form No. 13 in the Appendix to attend at the court on a day to be named in the notice, and to shew cause why the order should not be set aside or rescinded; but such notice need not be given when the application is made on the ground of a receiving order having been made against the debtor.

16.—(1.) Where an administration order is set aside or rescinded under the last preceding rule, it shall be without prejudice to anything already already done or suffered under the order.

(2.) Any money paid into the court under the order may be dealt with as if the order had not been set aside or rescinded.

(3.) Notice that the order has been set aside or rescinded shall be sent by the registrar to the debtor and to every creditor named in the schedule, and to every other county court or inferior court, in which, to the knowledge of the registrar, judgment had been obtained or proceedings were pending against the debtor at the time when the order was made, in respect of any debts scheduled to the order. Such notice shall be sent by post, and shall be in the form No. 15 in the Appendix.

17. Where it appears that the debtor is unable to pay any instalment, by reason of illness or other unavoidable misfortune, the registrar may from time to time suspend the operation of the order until the next sitting of the court, and the judge may from time to time suspend the operation of the order for such time as he shall direct, or make a new order for payment by instalments.

18. Where a debtor has filed a request for an administration order, and the judge has refused to make the order, or when an order has been rescinded, the debtor shall not be allowed to file another request in the same or any other court without first obtaining the leave of the judge of the court first mentioned.

19. When an order of commitment is made upon the hearing of any judgment summons, and the execution of the order is suspended for a specified time to enable the debtor to pay the amount in respect of the non-payment of which the order is made, the administration order shall be also suspended during that time.

20. In calculating the amount in arrear under an administration order, any instalments accruing due during the period for which such order has been suspended shall not be reckoned in that amount.

21. All persons scheduled as creditors under sub-section 12 of section 122 of the Act, before the administration order is superseded under sub-section 13 of the Act, shall rank *pari passu inter se*, subject to the priority given by sub-section 12 to those creditors who are scheduled as having been creditors before the date of the administration order, but no payment made to any such creditor by way of dividend or otherwise shall be disturbed by reason of any subsequent proof by any other creditor under sub-section 12.

22. All moneys paid or levied under an administration order shall be paid into court and appropriated in accordance with sub-section 8 of section 122 of the Act.

23. After payment of costs, dividends shall from time to time be declared and distributed among the creditors entitled thereto.

24.—(1.) The registrar shall send notice to the plaintiff in the action when a sum sufficient to satisfy his costs has been paid into court, and when a dividend is declared he shall send notice to each creditor entitled to share therein. Such notices shall be sent by post, and shall be in the form No. 17 in the Appendix.

(2.) Such sum and dividends shall be paid to the persons entitled thereto in accordance with the County Court Rules as to payment out of court of money paid in under a judgment, the notice in the preceding paragraph mentioned being for the purpose of those rules considered as a plaint-note.

25. The registrar shall keep accounts of the money received and payments made under any administration order in such manner as may be from time to time directed by the Treasury.

26.—(1.) The registrar shall in the month of March in each year make out a list of all dividends and other sums payable under administration orders which have remained unclaimed for five years before the first day of January then last past, with the names of the parties entitled thereto; and a copy of such list shall be posted in some conspicuous place in the court-house on the days when the court is sitting, and at all times in the registrar's office; and all such dividends and other sums which shall have remained unclaimed for six years on the first day of January next after such list is so put up as aforesaid shall be accounted for by the Registrar to the Treasury. The list to be made out and posted in the month of March, one thousand nine hundred and three shall include all such dividends and other sums as shall have remained unclaimed for five years or upwards before the first day of January, one thousand nine hundred and three under any administration orders made since the Act came into operation.

(2.) Any person claiming to be entitled to any such dividend or other sum after the same has been accounted for to the Treasury may apply to the judge to order the same to be paid to him; and the judge, if satisfied that the person claiming is entitled, may make an order accordingly; and thereupon the registrar shall pay the sum so ordered to be paid out of any money in his hands, and shall be allowed by the Treasury, at his audit, the amount so paid.

27. Where a debtor against whom an administration order has been made changes his address, he shall at once give notice to the registrar of his new address.

28. The forms in the Appendix hereto, with such variations as circumstances may require, shall be used for the purposes of these Rules and of section 122 of the Act.

28. In the construction of these Rules, unless there is anything in the subject or context repugnant thereto, words shall have the same meaning as in the County Courts Act, 1888, and the Rules and Orders made thereunder.

(Signed) HALSBURY, C.

I concur,

(Signed) G. W. BALFOUR,
President of the Board of Trade.

The 10th day of July, 1902.

[There is a lengthy Appendix of Forms.]

HIGH COURT OF JUSTICE.

LONG VACATION, 1902.

Notice.

During the vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to the judges who for the time being shall act as vacation judges.

COURT BUSINESS.—Mr. Justice Swinfen Eady, one of the vacation judges, will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10 45 a.m. on Wednesday in every week, commencing on Wednesday, the 20th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the vacation judges (see notice below as to Judge's Papers), are to be left to the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency* to the judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as vacation judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices Kekewich and Joyce will be open for vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Swinfen Eady will, until further notice, sit for the disposal of King's Bench business in judges' chambers on Tuesday and Thursday in every week, commencing on Thursday, the 14th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar,

at the Principal Probate Registry, Somerset House, every day during the vacation at 11.30 Motions will be heard by the registrar on Wednesdays, the 13th and 27th of August, the 10th and 24th of September, and the 8th of October, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the vacation judge by motion or summons.

Decrees nisi will be made absolute by the vacation judge on Wednesdays, the 20th of August, the 10th of September, and the 1st and 15th of October.

A summons (whether before judge or registrar) must be entered at the registry, and case and papers for motion (whether before judge or registrar), and papers for making decrees absolute must be filed at the registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the vacation judge, are required to be left with the cause clerk in attendance at the Chancery Registrar's Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested, when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

ELECTION OF COUNCIL.

The adjourned annual general meeting of the Incorporated Law Society was held on Wednesday at the Society's Hall, Chancery-lane, for the purpose of receiving the report of the scrutineers with regard to the election to the council of fourteen members rendered necessary by the retirement of ten members by rotation, the resignation of Mr. Joseph Addison, Mr Henry Manisty, and Mr. John Hunter, and the death of Mr. Frank Rowley Parker.

Mr. RICHARD PENNINGTON, who presided in the absence of the president and vice-president, said the only business before the meeting was to receive the report of the scrutineers with reference to the election.

Mr. W. J. FRASER (chairman of the scrutineers) accordingly read the report as follows: "We, the undersigned, the scrutineers duly appointed at the general meeting of the society, held the 18th of July, 1902, to receive and examine the voting papers, and to certify the result of the election of candidates for the council, report as follows: The secretary handed to us, on Tuesday, the 5th of August, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us. The first schedule hereto annexed contains a statement of the total number of voting papers received and the number of papers rejected, with the grounds of rejection. The second schedule contains a statement of the total number of votes given in favour of each candidate. The third schedule contains the names of those candidates whom we find and certify to be duly elected. The voting papers have been closed up under our seal.

The first schedule referred to in the annexed report. Voting papers received, rejected, &c. The number of voting papers received was 2,675, of which there were:

(*a*) Received after the prescribed date ...	30
(*b*) Unsigned	6
(*c*) No name struck out	3
	39

The second schedule referred to in the annexed report. Votes in favour of each candidate:—

	Total Votes.
E. J. Bristow	2 255
H. Clifton	1,345
R. Cunliffe	2,244
W. E. Gillett	2,212
W. Godden	2,269
H. J. Johnson	2,279
W. G. King	2,158
H. W. Lee...	2,280
R. Pennington	2,259
C. L. Samson	2,063
C. Stewart	2,268
W. Trower	2,078
W. M. Walters	2,278
W. H. Winterbotham	2 271
P. Witham	2,116

The third schedule referred to in the annexed report. Names of candidates duly elected:—

	Total Votes.
H. W. Lee	2,280
H. J. Johnson	2,279
W. M. Walters	2,278
W. H. Winterbotham	2,271
W. Godden	2,269
C. Stewart	2,268
R. Pennington	2,259
E. J. Bristow	2,255
R. Cunliffe	2,244
W. E. Gillett	2,212
W. G. King	2,158
P. Witham	2,116
W. Trower	2,078
C. L. Samson	2,063

W. J. FRASER, Chairman.
LESLIE HUNTER.
NORMAN M. SINCLAIR.
W. M. WOODHOUSE.
J. C. INGLIS.

5th August, 1902."

The CHAIRMAN said that all that remained was to offer the scrutineers their best thanks. He moved "That the best thanks of the society be given to the scrutineers for the trouble they have taken in connection with the election to the Council 1902."

Mr. WINTERBOTHAM seconded the motion, which was agreed to, and the proceedings terminated.

LEGAL NEWS.

OBITUARY.

The death is announced of His Honour Judge FRENCH, the judge of the county courts of Bow and Shoreditch He was educated at the Jesuit College at Tournai, in Belgium, was called to the bar in 1872, and joined the Northern Circuit. In 1885 he was created a Queen's Counsel. He was appointed a county court judge in 1893, his first circuit being the Leicester circuit, from which he was transferred to the Bow and Shoreditch circuit. He was a sound lawyer and a man of great common sense and humour. As a judge, although perhaps too hasty in decision, he distinguished himself by diligent attention to his work. He would remain, says the *Daily Mail*, "for hours upon the bench without food in order that cases might be finished and poor litigants saved the expense of adjournment. He often used to say that no man without a sense of humour could have borne the pathos of the sordidness of life and the absolute lack of character which were exhibited in his courts. The litigants he loved least were those who thought he was easily to be deceived by lying. He was a master hand at telling which side was lying the least."

APPOINTMENTS.

Mr. ALFRED DOUBLE, C.C. (solicitor), of 92 and 93, Fore-street, Cripplegate, E.C., and 213, Hoe-street, Walthamstow, has been appointed a perpetual Commissioner.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FRANCIS JOHN GAMLIN and HENRY PERCIVAL WILLIAMS, Solicitors (Gamlin & Williams), Rhyl. The undersigned, Francis John Gamlin, will henceforth practise on his own account, at No. 4, Clwyd-street, Rhyl, and the undersigned, Henry Percival Williams, will henceforth practise on his own account at No. 34, Water-street, Rhyl. August 1.

[*Gazette*, August 5.

GENERAL.

At a special meeting of the Derbyshire county magistrates on the 1st inst., the resignation of Mr. Tonman Mosley as Chairman of Quarter Sessions was received with regret. Mr. Samuel Leake, who has for some time past acted as Second Chairman, was unanimously appointed to succeed Mr. Mosley.

A telegram from Pretoria says that Advocate Smuts, the ex-State Attorney of the Transvaal, Advocate Jacobsz, and Advocate De Wet, all of whom were attached to the staff of the late Boer Government in the field, have been admitted to practice in the Supreme Court. Mr. Smuts has already pleaded a case there.

On Monday, in the House of Commons, Mr. Weir asked the Secretary to the Treasury whether he would state the fees and allowances additional to salary of the Attorney-General and Solicitor-General respectively for the year 1901-2. Mr. Austen Chamberlain said the fees are, approximately, £5,500 to the Attorney-General and £4,350 to the Solicitor-General, but the correctness of these figures has not yet been certified by the Comptroller and Auditor-General.

The Lord Chief Justice was announced to sit in court on Wednesday, but in consequence of the serious illness of his son, the Hon. Arthur Webster, who is suffering from appendicitis, he had to leave London early on Wednesday morning for the Isle of Wight in order to join him there. The patient underwent a successful operation on Tuesday evening, and a telegram received at the Law Courts on Wednesday afternoon from the Lord Chief Justice stated that his son was going on as well as could be expected.

A curious scene took place, says the *Albany Law Journal*, in a court at Emporia, Kansas, one day last week, when a convicted murderer, who had been sentenced to five years in the penitentiary, delivered an address of thanks as follows: "I am entirely satisfied with the verdict and the sentence, and I am confident that not one jury in ten would have been so lenient with me. I desire to thank sincerely the court for its just and courteous manner of conducting this trial, and I hope that the blessing of God will remain with you all."

In an after-dinner speech at a banquet in New York the other day, says the *Albany Law Journal*, a well-known lawyer related this story of the late Recorder Smyth, who was for so long a time a terror to the evildoers of the metropolis: A young man came before him upon a grave charge and was accompanied by a lawyer in whose judgment the recorder had little confidence. The moment the accused was called upon to plead he jumped up hastily and said: "Guilty, your honour." The recorder knew he had a fair defence, and, calling him close to the bar, said to him in a friendly manner: "Now, tell me who told you to plead guilty." "Me lawyer, your honour." "Why did he tell you that?" "Because he said if me case ever came up before that old hatchet face with the big nose I'd be sent up for life sure, and the best I could do was to fall on the mercy of the court." Judge Smyth entered a plea of "not guilty," ordered the case to be heard, and at its conclusion the young man was discharged.

The *Times* says that the statement of affairs of Messrs. R. H. Milward & Co., solicitors, Waterloo-street, Birmingham, and London, was filed at the Board of Trade offices, Birmingham, on Tuesday. The gross liabilities are stated at £108,170, and the amount expected to rank for dividend is £91,653. The assets are set down at £64,590, leaving a deficiency of £27,063. The unsecured creditors amount to £73,551; creditors fully secured, £5,927; estimated value of securities, £9,427, leaving a surplus to fully secured creditors of £3,500. Partly secured creditors are represented by the sum of £28,302, less estimated value of securities £10,200, leaving a deficiency of £18,102. The assets include cash at bankers, £2 11s. 11d.; cash in hand, £162 2s. 9d.; furniture £500; life policies, £200; shares and fourth debentures in companies, £139 2s.; contingent interest in various undertakings, £44,006 14s. 8d.; bad and doubtful debts, £48,494, estimated to produce £151 13s. 4d.; surplus from securities in hands of creditors fully secured, £3,500.

At Cherbourg, on the 31st ult., says the Paris correspondent of the *Daily Mail*, a case which is without precedent in judicial annals was debated before the local tribunal. It had its origin in the last parliamentary election. One of the candidates before the electors was M. Mahieu, son of a former mayor of Cherbourg, and in his political programme he advocated the abolition of solictiors and the reimbursement of their fees. The day after the publication of M. Mahieu's address the solicitors of Cherbourg met and decided to boycott all the barristers and architects on the committee of the objectionable candidate and any newspaper which published his address. The public prosecutor was informed of this decision, and he in turn reported the matter to the Minister of Justice. Evidence was taken, and the solicitors were invited to furnish an explanation of their conduct. This they did, and the voluminous dossier was transmitted to the present Minister of Justice, who, after examination, decided that the action of the solicitors was irregular, and ordered them to come up for trial. The trial is not yet concluded.

A Cincinnati journal says that in a recent case in which it was alleged that a horse had been stolen from a field, the evidence pointed to a certain doubtful character of the neighbourhood as the culprit. The defendant's lawyer cross-examined a farmer whose testimony was particularly damaging. "You say," the lawyer asked, "that you can swear to having seen this man drive a horse past your farm on the day in question?" "I can," replied the witness, wearily, for he had already answered the question a dozen times. "What time was this?" "I told you it was about the middle of the forenoon." "But I don't want any 'abouts' or 'middles.' I want you to tell the jury exactly the time." "Why," said the farmer, "I don't always carry a gold watch with me when I'm digging potatoes." "But you have a clock in the house, haven't you?" "Yes." "Well, what time was it by that?" "Why, by that clock it was just 19 minutes past 10." "You were in the field all the morning?" went on the lawyer, smiling suggestively. "I was." "How far from the house is this field?" "About half a mile." "You swear, do you, that by that clock in your house it was just 19 minutes past 10?" "I do." The lawyer paused and looked triumphantly at the jury. At last he had entrapped the witness into a contradictory statement that would greatly weaken his evidence. The farmer leisurely picked up his hat and started to leave the witness-stand. Then, turning slowly, he added: "I ought, perhaps, to say that too much reliance should not be placed on that clock, as it got out of gear about six months ago, and it has been 19 minutes past 10 ever since."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, August.....11	Mr. Godfrey	Mr. Carrington	Mr. Jackson	Mr. Church
Tuesday 12	R. Leach	Beal	Pemberton	Greswell

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, August 11	Mr. R. Leach	Mr. King	Mr. Theed	Mr. Farmer
Tuesday 12	Godfrey	Farmer	W. Leach	King

The Long Vacation will commence on Wednesday, the 13th of August, and terminate on Thursday, the 23rd of October, 1902, both days inclusive.

THE PROPERTY MART.

SALE OF THE ENSUING WEEK.

Aug 12.—Messrs. DAVID BURNETT & Co., at the Mart, at 2: A One Seventy-second Share of important City Properties, producing £4,650 per annum, with prospects of considerable increase. Solicitors, Messrs. Bird & Eldridges, London. (See advertisement, Aug. 2, p. 4.)

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Periodical Sale of Reversion, Life Policies, &c., at the Mart, Tokenhouse-yard, E.C., on Thursday last, when a total of £17,454 was realised. The following were some of the Lots sold:—

		£
ABSOLUTE REVERSIONS:		
To £1,000, receivable on the decease of a lady; aged 80	Sold	700
To one-eighth of a Trust Estate of the estimated value of £77,093 19s. 4d., receivable on the decease of a gentleman; aged 82	"	7,375
To £10,031 18s. Consols, receivable on the decease of a lady; aged 77	"	7,000
POLICIES OF ASSURANCE:		
For sums amounting to £1,000 in the Economic Assurance Society on life of a gentleman, aged 62...	"	710
For £500 in the National Provident Institution, on the same life ...	"	405
For £1,000 in the Scottish Provident Institution, on life of a gentleman, aged 62...	"	750
SHARES and DEBENTURE in L. Salaman & Co., Limited	"	514

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLISON, JOHNSON & FOSTER, LIMITED—Petn for winding up, presented July 10, directed to be heard at the Town Hall, Kingston upon Hull, Aug 15 Holden & Co, Trinity House la, solors to the petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Aug 14

HADLEIGH LEIGH AND DISTRICT (HIGH LEVEL) RAILWAY CO, LIMITED—Creditors are required, on or before September 15, to send their names and addresses, with particulars of their debts or claims to Percival Alfred Clapham, 15, Devonshire sq, Bishopsgate

INTENSIFIED GAS LIGHT CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Junius L. Cope, 3, Wilson st, Drury la Bennett, Coleman st, solor

KLANG PLANTING AND ESTATE SYNDICATE, LIMITED—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to James Ferrier Anderson, 16, Philpot la

MIDLAND AND LINCOLNSHIRE MUTOSCOPE CO, LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Gordon Sackett

NEW BURLINGTON TROY LAUNDRY CO, LIMITED—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts or claims, to Frank J. Livesey, 41, Finsbury pavement

TAILORING ASSOCIATION, LIMITED, Newcastle on Tyne—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Henry Hoggett, 16, Wharncliffe st, Newcastle on Tyne

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HYDE IMPERIAL RUBBER CO, LIMITED—Petn that the Scheme of Arrangement may be sanctioned, presented July 21, directed to be heard on Aug 11, at the Assize Courts, Manchester, at 10 30. Banks & Co, Lune st, Preston, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock of the afternoon of Aug 10

WOODLEY CO, LIMITED—Petn that the Scheme of Arrangement may be sanctioned, presented July 21, directed to be heard on Aug 11, at the Assize Courts, Manchester, at 10 30. Banks & Co, Lune st, Preston, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 10

London Gazette.—TUESDAY, Aug 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBION BOOK CLOTH AND TRACING CLOTH CO, LIMITED—Creditors are required, on or before Aug 30, to send in their names and addresses, and the particulars or their debts or claims, to John H. Swallow, Royal Oak Printworks, Pendlebury, Manchester

ALLISON, JOHNSON, & FOSTER, LIMITED—Petn for winding up, presented July 29, directed to be heard at the Court House, Town Hall, Kingston upon Hull, Aug 15. Shackles & Dunkerly, 7, Land of Green Ginger, Hull, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 14

ANGLO-SWEDISH CO, LIMITED—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts or claims, to John Edward Radcliffe, 8, New st, Bishopsgate st. Jackson & Co, Rochdale, solors for liquidator

NATIONAL GUARDIAN ASSURANCE CO, LIMITED—Petn for winding up, presented Aug 1, directed to be heard Aug 20. Jackson, The Outer Temple, Strand, for Steele & Steele, Burnley, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 18

PATENTS, LIMITED—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Arthur Whittaker, 100, King st, Manchester Jordan & Bowden, solors

PATTISON & GEAR, LIMITED—Petn for winding up, presented July 31, directed to be heard before the Vacation Judge on Aug 20. Clements & Co, 14, King William st, solors for the petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

SUTTON AND WILLOUGHBY RAILWAY CO—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Duncan Frederick Basden, 33, St Swithin's la

"THE GROSVENOR CLUB," LIVERPOOL, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Robert John Berry, 21, Dale st, Liverpool

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 1.

BRETT, Sir WILFORD, K.C.M.G., Esher, Surrey Oct 1 Sandown Park, Ltd, v Esher, Swinfen Eady, J Aycrough, Great George st, Westminster

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 25.

ALBERT, WILLIAM CHARLES, Longton, nr Preston, Beerseller Aug 31 Clarke & Co, Preston

ALLDRITT, MARY EMILY GREGORY, Ashby de la Zouch Aug 31 Smith & Co, Ashby de la Zouch
AMPS, Rev EDWARD, Carlton, Cambridge Aug 25 Holben, Cambridge
ARCHER, ELIZA, Barton under Needwood, Staffs Aug 15 Taylor & Wheatcroft, Burton on Trent
ARCHER, HYLA, Walsall Sept 8 Evans, Walsall
BAILEY, MARY LYDIA, Liverpool Aug 30 Whitley & Co, Liverpool
BAILEY, THOMAS, Thorne, Yorks, Farmer Aug 20 Kenyon & Son, Thorne
BROWNETT, ALFRED, Cardiff Sept 8 Jones, Cardiff
CALVERT, JULIA ALICE, Bamford, Derby Sept 2 Kesteven, Sheffield
CLABON, MARY JANE, Dover Sept 2 Lewis & Pain, Dover
CLARKE, WILLIAM, Stourbridge, Licensed Victualler Aug 12 Hooper & Fairbairn, Dudley
COOKE, EDNA GRACE, Eastbourne Aug 23 Lee & Pembertons, Lincoln's inn fields
CRAIG, AGNES, Oxton, Chester Aug 10 Gamon & Co, Chester
DALTON, RICHARD HARRISON, Billericay, Essex Aug 11 Broadbent & Heelis, Bolton
DE CETTO, LOUIS CHARLES AUGUSTUS ADRIAN, Norwood Aug 31 Walker & Co, Theobald's rd, Gray's inn
DICKSON, JOHN, Laurence Pountney hill Aug 30 Flegg & Son, Laurence Pountney hill
DOLLING, Rev ROBERT WILLIAM RADCLYFFE, Poplar Sept 17 Bolton & Co, Temple gdns, Temple
DOUGLAS, MARY JULIA, Crawley Aug 23 Tozer & Co, Teignmouth
DUNSTER, MARIAN, Clapham Common Aug 31 Collins & Cook, Edgware rd
EASSON, ELLEN CHARLOTTE, Stoke Poges, Bucks Sept 8 Chapman & Co, Henrietta st, Cavendish sq
EAST, GEORGE FREDERICK, Ashton upon Mersey Sept 1 Parkinson & Co, Manchester
ELLIS, FAITH, Burton Pedwardine, Lincs, Farmer Aug 4 Godson, Sleaford, Lincs
FERRIE, ANDREW, Blackpool, Manufacturing Chemist Sept 5 Sutton & Co, Manchester
FIELDER, JOHN ROBERTS, Titchfield, Hants, Brewer Sept 8 Fielder & Co, Lincoln's inn fields
FRANCIS, EDWARD, Mile End rd, Printer Aug 23 Ashbridge, Whitechapel rd
FRENCH, HENRY, Coventry Aug 25 Minster, Coventry
GUTHRIE, JANE PARKER, Penarth, Glam Aug 9 Macintosh & Co, Cardiff
GUTHRIE, JOHN, Penarth, Glam, Ship Owner Aug 9 Macintosh & Co, Cardiff
HANCOCK, JAMES, Sheffield Aug 25 Rodgers & Co, Sheffield
HANS, ARMAND PROSPER JOSEPH, Woolford, Essex Sept 1 Stibbard & Co, Leadenhall st
HAYCROFT, CHARLES, and SARAH HAYCROFT, Thornton Heath Sept 15 Ormerod, Croydon
HIEATT, WALTER BRYDON, Ealing, Grocer Sept 25 Bond, Golden sq
HILL, Rev GEORGE BENJAMIN, Oxford Sept 6 Galpin, Oxford
HUDSON, ISAAC, Tetford, Lincs, Yeoman Aug 31 Allisons & Allisons, Louth, Lincs
JACKSON, ELIZABETH, Loftus, Cleveland, Yorks Aug 28 Jackson & Jackson, Middlesbrough
JONES, JAMES RICHARD, Hackney rd, Boot Manufacturer Sept 29 Tatham & Co, Queen Victoria st
JUBB, GEORGE, Deepcar, nr Sheffield Sept 1 Dransfield & Hodgkinson, Penistone, nr Sheffield
LENG, Sir WILLIAM CHRISTOPHER, Broomhall Park, Sheffield, Journalist Sept 6 Bramley & Son, Sheffield
MAGER, FANNY MARIA, West Hampstead Aug 25 Stevens & Maher, King st, Cheapside
MAIR, HUGH, Henley on Thames Sept 1 Williamson & Co, King William st
MAITLAND, JOANNA PATERSON, South Kensington Sept 4 Hunter & Haynes, New sq Lincoln's inn
MALLET, ANN, Torquay Aug 20 Kitsons & Co, Torquay
MIDDLETON, JAMES, Crick, Northampton, Farmer Aug 23 Dootson, Leigh
MILLER, EMMA, Upper Norwood Aug 11 Miller & Co, Telegraph st
MULLINS, ROBERT FORSTER, DCL, LLD, Blackpool, Barrister at Law Aug 30 Kelly, Liverpool
MULRENAN, JOHN FRANCIS, Forest Gate, Accountant Sept 29 Irwin, Merton, Surrey
NEWINGTON, ANN, Brighton Aug 30 Howlett & Clarke, Brighton
ORD, WILLIAM MILLER, MD, Andover, Southampton Sept 1 Farrer & Co, Lincoln's inn fields
PAKEMAN, ESTHER ANN, Hastings Aug 30 Soames & Co, Norfolk st, Strand
PHILLIMORE, CHARLES EDMUND, Streatham Hill Oct 30 Tubbs, Aldersgate st
RYLAND, GEORGE THOMAS, Brompton, Dentist Aug 30 Ashton & Son, Sackville st, Piccadilly
SHARP, ANN MASON, Leake, Lincs Sept 1 Millington & Simpson, Boston
SMEDLEY, NANCY WEEKS MARSDEN, Bournemouth Sept 1 Trevanion & Co, Bournemouth
SOTHERN, SARAH ELLEN, Hoole, nr Chester Aug 23 North & Co, Liverpool
SOUTHALL, THOMAS, Bishops Froome, Hereford, Farmer Sept 1 Smith, Ledbury, Hereford
SOUTHOUSE, Rev GEORGE WRENFORD, Hythe, Southampton Aug 24 A P & R W Tweedie, Lincoln's inn fields
STANLEY, ESTHER, Shepherd's Bush Aug 30 Tatham & Co, Queen Victoria st
STENT, CHARLES, Walton on Thames, Coachman Sept 1 Webb, Walton on Thames
SUTCLIFFE, JAMES, Burnley, Hotel Proprietor Aug 9 Garnett & Jackson, Burnley
THOMAS, JOHN, Moreb, nr Llandilo, Carmarthen, Builder Sept 1 Bishop, Llandilo
VALENTINE, JAMES, South Hackney Sept 4 Dunkerton & Son, Bedford row
WALSH, JAMES, Rochdale, Licensed Victualler Aug 30 Worth & Worth, Rochdale
WARREN, EDWIN CALEB, Brockley Aug 20 Shalless, Greenwich
WEST, STEPHEN, Croydon, Meat Salesman Sept 30 Marshall & Liddle, Croydon
WEYLAND, JOHN, Woodeaton, Oxford Aug 30 Barlow & Barlow, Fenchurch st
WILLIAMS, HENRY WILLIAM, Weston super Mare Sept 1 Wilde & Co, College hill

London Gazette.—TUESDAY, July 29.

BENINGTON, HENRY, Wakefield, Draper Aug 9 Cooke, Wakefield.
BLAKEY, THOMAS, Seacroft, nr Leeds Sept 6 Jones & Co, Leeds
BOWEN, EMILY LYDIA, Chipping Norton, Oxford Sept 16 Wilkins & Toy, Chipping Norton
BRUCE, JOHN MUSGROVE, Australian av Sept 11 Slaughter & May, Austinfriars
CLARKE, SARAH, Sible Headingham, Essex Sept 1 Harris & Co, Halstead
COWARD, ANN AMELIA, Croydon Sept 9 Shepheards & Walters, Finsbury circus
CRAWLEY, HENRY HERBERT SANDBROOKE, Durban Sept 8 Kimbers & Boatman, Lombard st
CROMPTON, PETER, Ashton in Makerfield, Lancs, Collier Aug 19 Graham, Ashton in Makerfield
DANIEL, MATTHEW, St Ives, Cornwall, Jeweller Sept 1 Chellew, St Ives
DAVIES, SARAH LLOYD, Mold, Flint Sept 1 Simon & Evans, Mold
DAY, JOHN, Birmingham Sept 8 Pointon, Birmingham
EDGELL, Rev MICHAEL SEYMOUR, Swanley, Kent Sept 30 Cruttwells & Co, Frome
ELLIOTT, REBECCA, Brighton Sept 29 Rooks & Co, King st, Cheapside
FELLOWS, HENRY THOMAS, Acocks Green, Worcester Oct 1 Saville, Birmingham
FORSTER, CATHERINE ANN, Oxford Aug 30 Truffitt & Francis, Theobald's rd, Gray's inn
GREENWOOD, JOSEPH, Sowerby Bridge, Yorks, Woollen Manufacturer Aug 30 Godfrey & Co, Halifax
HALL, FREDERICK, Harpenden Aug 25 Tuckey, Harpenden
HARPER, JAMES, Leominster Aug 23 Gosling, Leominster
HIGGINBOTHAM, ALFRED, Birmingham, Beer Retailer Aug 30 Cottrell & Son, Birmingham
HILLS, Major General Sir JOHN, KCB, RE, Pall Mall, Aug 15 Gill & Pugh, Earl's Court rd, Kensington
HUTCHINSON, MATILDA JANE, Eastbourne Aug 21 Burton & Co, Surrey st, Victoria Embankment
INDERMAUR, LOUISA MARGARET, Tuffnell Park rd, Holloway Sept 8 Indermaur & Brown, Chancery ln
JEFFERY, GABRIEL FRANCIS, Leeds Sept 1 Clarke & Co, Leeds
KENYON, RALPH, Hurst, nr Ashton under Lyne, Farmer Aug 23 Richards & Hurst Ashton under Lyne
KIMBERLEY, Right Hon JOHN, Earl of, KG, Wymondham, Norfolk Sept 9 Collyer-Bristow & Co, Bedford row
LOMAX, THOMAS, Bolton, Tarpaulin Manufacturer Sept 1 Fielding & Fernihough, Bolton
MOCKETT, KATE, St Peter's, Isle of Thanet Sept 1 Burrows & Weigall, Margate
MUNSON, WILLIAM, Colchester, Pork Butcher Aug 23 Wittey & Danton, Colchester
ONGLEY, FREDERICK STAFFORD, Borough High st Aug 31 James & James, Ely pl, Holborn circus
PRICE, MORGAN EVAN, Senghenydd, Glam, Chemist Sept 1 Gilling & Goodfellow, Cardiff
PRICE, SARAH, Paris Aug 28 Sewell & Maughan, Lancaster pl, Strand
SHRIMPTON, WILLIAM, Cannon st, Merchant Sept 1 Shrimpton, Leadenhall st
SMITH, ALICE ANNA, Bath Sept 1 Trower & Co, New sq, Lincoln's inn
SPENCER, MARTHA, Wigan Aug 23 Jackson, Wigan
TEALE, CHARLES, Erdington Aug 30 Ansell & Ashford, Birmingham
THOMSON, ALEXANDER, Skircoat, Halifax Aug 30 Farrar, Halifax
WARDLAW, JOHN, Dover st, Piccadilly Sept 1 Arnold & Henry White, Gt Marlborough st
WILCOCK, JAMES, Carrington, Nottingham Sept 1 Mott, Nottingham
WILLIAMS, OWEN, Upper Bangor Aug 25 Mason & Co, Liverpool
WILLIS, HENRY, Shoreditch Sept 2 James & James, Ely pl, Holborn circus
WOOD, EDMUND, Ashton under Lyne July 30 Hervey & Sons, Hyde
WORT, JAMES REPTON, Birmingham, Commercial Traveller Sept 16 Tanner, Birmingham

London Gazette.—FRIDAY, Aug 1.

ALLSOP, EDWARD, Gt Bart, Staffs Sept 13 Stanley & Jackson, Walsall
BALME, JOSEPH, Bradford, Woolbuyer Aug 20 Westwood, Bradford
BEAZLEY, MARY, Holloway rd Aug 20 Shearman & Rayner, Bream's bldgs, Chancery ln
BRISTOL, WILLIAM, Stourbridge, Farmer Sept 30 Llewellyn & Son, Tunstall
BROWN, THOMAS, Marham Hall, Norfolk, Farmer Aug 20 Taylor & Son, Norwich
BURTON, JAMES, Brussels Sept 8 Williams, Laurence Pountney hill
BUCKLE, WILLIAM, Upper Holloway, Laundryman Aug 31 Maskell & Nisbet, John st, Bedford row
BULL, JANE, Chesterfield Sept 30 Gratton, Chesterfield
CATNACH, ALEXANDER STEWART, Thornaby on Tees Aug 25 Langley, Stockton on Tees
CHAPPELL, THOMAS PATEY, New Bond st, Music Publisher Sept 29 Wilkinson & Co, Bedford st, Covent Garden
CHARLTON, SARAH, Burdett rd, Limehouse Aug 31 Snow & Co, Gt St Thomas Apostle, Queen st
CROWTHER, HARRY, Huddersfield, Horse Dealer Aug 18 Armitage & Co, Huddersfield
CROWTHER, MARY ANN, Hove Edge, nr Halifax Aug 20 Dey, Halifax
DANIEL, JANE, Wandsworth Common Sept 1 Powell & Rogers, Essex st, Strand
DUCKETT, Sir GEORGE FLOYD, Yatton, Somerset Sept 15 Page & Thompson, Bristol
GANDY, JOHN, St Helens, Carpenter Sept 25 Riley, St Helens
HARRIS, ABRAM, Stroud Green Sept 1 Raphael & Co, Moorgate st
HOLFORD, SARAH, Edgeley, Stockport Sept 5 Drinkwater & Co, Hyde
HYDE, ANN MARIA ELIZABETH, Bournemouth Sept 15 Duffield & Co, New Broad st
JACKSON, GEORGE, Greenodd, Lancs Sept 13 Butler & Sons, Dalton in Furness
KING, EMMA, Brompton Aug 30 Upton & Co, Austin Friars
LAW, MARY ALICE, Hawkeshead, Lancs Aug 30 Preston, Blackburn
LOWE, MARY ELIZABETH, Manchester Sept 15 Cobbett & Co, Manchester
MILLER, THOMAS, Wood Plumpton, nr Preston Oct 1 Ashcroft, Preston
PALMER, EMMA, Addiscombe Aug 30 Wortham & Co, Royston, Herts
PATTERSON, GEORGE, Tweedmouth, Northumberland, Innkeeper Aug 28 Douglas Alnwick
PETRIE, DOUGLAS, Bishopsgate st Sept 1 Lowe & Co, Temple gdns
PIM, JOHN ROSE HALL, Southsea Sept 8 Keen & Co, Knight Rider st
POTTER, JOSEPH WOMERSLEY, Huddersfield, Firework Manufacturer Aug 20 Westwood, Bradford
RICHARDSON, JOHN, Chesham, Bucks, Watercress Dealer Aug 15 Wallington, Cheapside
SCOTT, JOHN HARRISON, Iver, Bucks Aug 31 Hurd, Essex st, Strand
SHARP, HARRIET, Thornton, Bradford, Innkeeper Aug 16 Westwood, Bradford
SIMMONDS, HENRY MORRIS, Camberwell rd, Surgeon Aug 30 Drake & Co, Rood ln
SMITH, CAROLINE, Droitwich Sept 5 Bearcroft, Droitwich
STRONG, RICHARD, North Finchley Sept 30 Edell & Gordon, King st, Cheapside
TALMADGE, MARY HENRIETTA, Stoke Bishop, Bristol Sept 29 Strickland & Fletcher, Bristol
THOMAS, MARY ANN, Chesham, Bucks Aug 15 Wallington, Cheapside
TOMLINSON, GEORGE, Sheffield, Forgeman Sept 9 Rogers & Co, Sheffield
TUKE, JANE, Rawmarsh, Yorks Sept 20 Oxley & Coward, Rotherham
UPTON, Rev WILLIAM JUDD, Hove Aug 31 Upperton & Bacon, Brighton
WARDLAW, JOHN, Dover st, Piccadilly Sept 1 Arnold & White, Gt Marlborough st
WHISH, GEORGE PALMER, Nevern sq Sept 1 Gustavus & Son, Temple
WILLIAMS, RICHARD WYNDHAM, Cardiff, Solicitor Sept 7 Williams, Cardiff
WOOD, EDWARD ALBERT, St Leonards on Sea Sept 13 Case & Roper, Maidstone

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 1.

RECEIVING ORDERS.

BLAKELEY, ALBERT ARTHUR, Birstall, Yorks, Quarry Labourer Dewsbury Pet July 29 Ord July 29

BLYTHMAN, THOMAS, Durham, Drug Store Proprietor Durham Pet July 30 Ord July 30

BROWN, JOSEPH, Handsworth, Jeweller Birmingham Pet July 26 Ord July 28

BURGE, WILLIAM JAMES, Poole Wheelwright Poole Pet July 28 Ord July 28

COLBOURNE, WILLIAM, Ventnor, I of W, Coach Builder Newport Pet July 29 Ord July 29

COLEMAN, WILLIAM, Sheffield Sheffield Pet July 28 Ord July 28

DAVEY, REUBEN, Newton Abbot, Devonshire, Licensed Victualler Exeter Pet July 26 Ord July 28

DAVIES, PRICE, Llanarmon yn Yale, Denbigh, Builder Wrexham Pet July 28 Ord July 28

FELL, WILLIAM, Beverley, Yorks, Painter Kingston upon Hull Pet July 28 Ord July 28

GARNER, ARTHUR, Leicester, Boot Manufacturer Leicester Pet July 30 Ord July 30

GREEN, HARRY, Brighton, Caterer Brighton Pet July 29 Ord July 29

HAMBLEN, THOMAS, Leamington, Bookseller Warwick Pet July 29 Ord July 29

HARRISON, JAMES, Kingston upon Hull, Fruit Hawker Kingston upon Hull Pet July 29 Ord July 29

HARRISON, SAMUEL JAMES, Chase ter, nr Walsall, Fishmonger Walsall Pet July 23 Ord July 26

HARRISON, WILLIAM, Darlaston, Staffs, Draper Walsall Pet July 24 Ord July 24

HOWLAND, BRADFIELD, Wimbledon, Restaurateur High Court Pet July 28 Ord July 28

JOHNSON, FREDERICK EDWARD, Cottingham, Yorks, Chemist Kingston upon Hull Pet July 4 Ord July 30

KEEPING, JOHN HENRY, Maymott st, Blackfriars rd, Greengrocer High Court Pet July 14 Ord July 30

KEPPEL, GEORGE THOMAS, Torquay, Solicitor Exeter Pet July 12 Ord July 25

KIRK, ALBERT, Sheffield, Commission Agent Sheffield Pet July 29 Ord July 29

LAWTON, ELIZABETH, Southport, Glass Dealer Liverpool Pet July 29 Ord July 29

LEVENTHALL, LOUIS, Leeds, Cabinet Maker Leeds Pet July 29 Ord July 29

LONGBONES, WILLIAM, Kingston upon Hull Kingston upon Hull Pet July 11 Ord July 29

MCINTOSH, DE MORTIMER, Chancery la, Solicitor High Court Pet June 9 Ord July 30

MCMECHAN, SAMUEL JOHN, Higher Broughton, Salford Salford Pet July 29 Ord July 29

MUFFITT, ALFRED, East Hatley, Beds, Blacksmith Bedford Pet July 29 Ord July 29

PENNINGTON, VINCENT SPENCER, Liverpool, Jeweller Liverpool Pet July 11 Ord July 28

ROURKE, OWEN, JOHN ROURKE, and THOMAS ROURKE, Manchester, Confectioners Manchester Pet July 15 Ord July 28

ROURKE, WILLIAM, Cloth Fair, Paper Stock Merchant High Court Pet July 28 Ord July 28

SOLOMON, RICHARD, Grampound, Cornwall, Egg Dealer Truro Pet July 28 Ord July 28

SPURR, WALTER ATKINSON, Leeds, Leather Cutter Leeds Pet July 26 Ord July 26

TEE, WILLIAM JAMES, Reading, Hotel Proprietor Reading Pet July 26 Ord July 26

TONGE, THOMAS WALTON, Withington, Lancs, Shipping Merchant Manchester Pet July 28 Ord July 28

VOS, HERMAN WILLEM, Liverpool, African Merchant Liverpool Pet July 21 Ord July 29

WELSH, FREDERICK, Southampton, Brewer Southampton Pet July 1 Ord July 28

WHITE, CHARLES, Maesteg, Painter Cardiff Pet July 24 Ord July 24

FIRST MEETINGS.

APPLEWHITE, THOMAS THORNTON, Lincoln, Joiner Aug 14 at 12 Off Rec, 31, Silver st, Lincoln

ATKINSON, WILLIAM, Elmhill, Norwich, Licensed Victualler Aug 8 at 12.30 Off Rec, 8, King st, Norwich

BOWLES, ARTHUR HENRY, Clapham Common, Drapers' Assistant Aug 8 at 11.30 24, Railway app, London Bridge

COLBOURNE, WILLIAM, Ventnor, I of W, Coach Builder Sept 1 at 11.30 Off Rec, 19, Quay st, Newport, I of W

CORNELIUS, HENRY JOHN, Faversham Ship Chandler Aug 8 at 10 Off Rec, 68, Castle st, Canterbury

COULTHURST, FREDERICK CHARLES, Derby, Architect Aug 8 at 11 Off Rec, 47, Full st, Derby

CROSSLEY, ERNEST, Shirebrook, Derby, Grocer Aug 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

DAVEY, REUBEN, Newton Abbot, Devon, Licensed Victualler Aug 14 at 10.30 Off Rec, 13, Bedford circ, Exeter

DAVIES, PRICE, Llanarmon yn Yale, Denbigh, Builder Aug 11 at 12 Crypt chmbrs, Eastgate row, Chester

EDSALL, HENRY MOORLAND, Poole, Painter Aug 8 at 12.30 Off Rec, Endless st, Salisbury

EDWARDS, HENRY, Skenfrith, Mon, Woodman Aug 8 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon

FARMER, WILLIAM GEORGE, Ryde, I of W, Tailor Sept 1 at 11 Off Rec, 19, Quay st, Newport, Isle of Wight

FARRER, ARTHUR EDMUND, St James st, Piccadilly, Estate Agent Aug 12 at 11 Bankruptcy bldgs, Carey st

FUDGE, VIVIAN THOMAS, Newport, Grocer Aug 8 at 11 Off Rec, Westgate chmbrs, Newport, Mon

GILLBANKS, BENJAMIN, Greenhold, nr Alverstone, Saddler Aug 8 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

HEAD, GRACE, Richmond rd, Bayswater, Spinster Aug 12 at 11 Bankruptcy bldgs, Carey st

HOLMES, JAMES, Dover, Plumber Aug 11 at 11 Off Rec, 68, Castle st, Canterbury

HORNSEY, Andrew, Stittenham, Yorks, Farmer Aug 8 at 11.30 74, Newborough, Scarborough

HOWLAND, BRADFIELD, Wimbledon, Restaurateur Aug 13 at 11 Bankruptcy bldgs, Carey st

HYDE, JAMES EDWARD, Leicester, Boot Manufacturer Aug 13 at 12.30 Off Rec, 1, Berridge st, Leicester

JAY JOHN, Marble Arch, Dealer in Horses Aug 13 at 12 Bankruptcy bldgs, Carey st

JOHNSON, WILLIAM, East Dereham, Dealer Aug 8 at 1 Off Rec, 8, King st, Norwich

JONES, HORACE ALBERT, Dartford, Tailor Aug 18 at 12 115, High st, Rochester

KEMP, CHRISTOPHER, Hammersmith, Schoolmaster Aug 12 at 2.30 Bankruptcy bldgs, Carey st

KEPPEL, GEORGE THOMAS, Torquay, Solicitor Aug 15 at 11 Off Rec, 13, Bedford circus, Exeter

KNIGHT, HENRY JAMES, Much Hadham, Herts, Butcher Aug 8 at 3 Off Rec, 95, Temple chmbrs, Temple av

LLEWELLYN, PHILIP WILLIAM, Bridgend, Builder Aug 11 at 11 117, St Mary st, Cardiff

NASH, THOMAS WILLIAM, Gainsborough, Pork Butcher Aug 14 at 12 30 Off Rec, 31, Silver st, Lincoln

OWEN, SAMUEL, Sun st, Finsbury, Sanitary Brass Founder Aug 14 at 12 Bankruptcy bldgs, Carey st

PAGLIA GESLIMIRIO, and FRANCISCA VERANI, Porchester rd, Bayswater, Restaurant Keepers Aug 13 at 11 Bankruptcy bldgs, Carey st

PAYNE, WILLIAM, Burnham, Somerset, House Decorator Aug 8 at 11 Off Rec, 5a Hammet st, Taunton

PENNINGTON, VINCENT SPENCER, Liverpool, Jeweller April 11 at 2.30 Off Rec, 35, Victoria st, Liverpool

RISDALE, JOHN, and ROBERT RISDALE, Northampton, Shoe Manufacturers Aug 8 at 2.30 Off Rec, Bridge st, Northampton

ROBERTS, OWEN, Llanfrothen, Marioneth, Farmer Aug 8 at 12 Sportsman Hotel, Portmadoc

ROURKE, WILLIAM, Kinghorn st, Cloth Fair, Paper Stock Merchant Aug 14 at 12 Bankruptcy bldgs, Carey st

SEALEY, JOHN, Ebbw Vale, Mon, Builder Aug 8 at 3 135, High st, Merthyr Tydfil

SOLOMON, RICHARD, Grampound, Cornwall, Egg Dealer Aug 12 at 12 Off Rec, Boscawen st, Truro

SPURR, WALTER ATKINSON, Leeds, Leather Cutter Aug 8 at 12 Off Rec, 22, Park row, Leeds

THOMPSON, MARCELLUS, Grange over Sands, Lancs, Contractor Aug 8 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

TIZARD, FREDERICK, Dorchester, Baker Aug 8 at 12.45 Off Rec, Endless st, Salisbury

TONGE, THOMAS WALTON, Manchester, Shipping Merchant Aug 8 at 2.30 Off Rec, Byrom st, Manchester

VINE W, Weymouth, Builder Aug 8 at 1 Off Rec, Endless st, Salisbury

WEEKS, GEORGE, Grange over Sands, Baker Aug 8 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness

WHITE, CHARLES, Maesteg, Glam, Painter Aug 11 at 12 117, St Mary st, Cardiff

WHITE, DAVID HENRY, and JAMES BARNES PARRY, Craigydon, Carnarvon, Grocers Aug 11 at 2 30 Crypt chmbrs, Eastgate row, Chester

WILLIAMS, FRANK, and HARRY CHRISTMAS WILLIAMS, Norwich, Clothiers Aug 8 at 1.15 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

BLAKELEY, ALBERT ARTHUR, Birstall, Yorks, Quarry Labourer Dewsbury Pet July 29 Ord July 29

BLYTHMAN, THOMAS, Durham, Drug Store Proprietor Durham Pet July 30 Ord July 30

BURGE, WILLIAM JAMES, Poole, Wheelwright Poole Pet July 28 Ord July 28

CLARKE, ROBERT FREDERICK, Broad st House, Solicitor High Court Pet May 6 Ord July 28

COLEMAN, WILLIAM, Sheffield Sheffield Pet July 28 Ord July 28

COLBOURNE, WILLIAM, Ventnor, I of W, Coach Builder Newport and Ryde Pet July 29 Ord July 29

DAVEY, REUBEN, Newton Abbot, Devon, Licensed Victualler Exeter Pet July 26 Ord July 28

DAVIES, PRICE, Llanarmon in Yale, Denbigh, Builder Wrexham Pet July 28 Ord July 28

DE FALBE, CARL VIGANT TYGE, Penywern rd, Earl's Court High Court Pet June 17 Ord July 29

DICKSON, RAYNES WAITE, Queen Victoria st, Solicitor High Court Pet June 25 Ord July 28

DUFFILL, BERTRAM, Smethwick, Baker West Bromwich Pet July 15 Ord July 26

ELKAN, DAVID Brasers st, Piano Dealer High Court Pet June 24 Ord July 26

FARRER, ARTHUR EDMUND, St James' st, Piccadilly, Estate Agent High Court Pet July 3 Ord July 29

FELL WILLIAM, Beverley, Yorks, Painter Kingston upon Hull Pet July 23 Ord July 28

GIBBS, HAROLD EDWIN, Nottingham Nottingham Pet June 10 Ord July 28

HARRISON, JAMES, Kingston upon Hull, Fruit Hawker Kingston upon Hull Pet July 29 Ord July 29

HARRISON, SAMUEL JAMES, Chase ter, nr Walsall, Fishmonger Walsall Pet July 26 Ord July 26

HARRISON, WILLIAM, Darlaston, Staffs, Draper Walsall Pet July 24 Ord July 24

HEAD, GRACE, Bayswater High Court Pet July 10 Ord July 30

HOBBEN, WILLIAM RICHARD, Surbiton, Builder Kingston, Surrey Pet Dec 9 Ord July 25

HOWLAND, BRADFIELD, Wimbledon, Restaurateur High Court Pet July 28 Ord July 30

KEATES, THOMAS, Burslem, Tailor Hanley Pet July 16 Ord July 29

KEMP, CHRISTOPHER, Hammersmith, Schoolmaster High Court Pet July 24 Ord July 28

KIRK, ALBERT, Sheffield, Commission Agent Sheffield Pet July 29 Ord July 29

LAWTON, ELIZABETH, Southport, Glass Dealer Liverpool Pet July 29 Ord July 29

LEVENTHALL, LOUIS, Leeds, Cabinet Maker Leeds Pet July 29 Ord July 29

LONGBONES, WILLIAM, Kingston upon Hull Kingston upon Hull Pet July 11 Ord July 29

LOVE, ROBERT L, Horley, Solicitor Croydon Pet May 22 Ord July 26

MUFFITT, ALFRED, East Hatley, Beds, Blacksmith Bedford Pet July 29 Ord July 29

PICRIS, R S, Regent's Park High Court Pet May 14 Ord July 26

ROURKE, WILLIAM, Kinghorn st, Cloth Fair, Paper Stock Merchant High Court Pet July 28 Ord July 28

SAIT, JAMES RICHARD, Canal rd, Mile End High Court Pet July 10 Ord July 28

SMITH, GEORGE HENRY, Burton on Trent Burton on Trent Pet July 23 Ord July 28

SOLOMON, RICHARD, Grampound, Cornwall, Egg Dealer Truro Pet July 28 Ord July 28

SPURR, WALTER ATKINSON, Leeds, Leather Cutter Leeds Pet July 26 Ord July 26

TEE, WILLIAM JAMES, Reading, Hotel Proprietor Reading Pet July 26 Ord July 26

WHITE, CHARLES, Maesteg, Painter Cardiff Pet July 24 Ord July 24

Amended notice substituted for that published in the London Gazette of July 25:

GUILDFORD, THOMAS, Stroud, Cycle Agent Gloucester Pet July 22 Ord July 22

ADJUDICATION ANNULLED.

WEEKS, HORACE, Longfellow rd, New Brompton, Kent, Corn Factor Rochester Adjud Jan 4, 1902 Annul July 23, 1902

London Gazette.—TUESDAY, Aug 5.

RECEIVING ORDERS.

ARCHER, RICHARD, Darlington, Oil Merchant Stockton on Tees Pet July 29 Ord July 30

BRAYBROOK, JOHN, Ringstead, Northampton, Coal Merchant Northampton Pet July 30 Ord July 30

DAWSON, SARA EDITH, and EMMELINE GRACE DAWSON, Eastbourne, School Proprietresses Lewes Pet July 31 Ord July 31

DUNCAN, LUCIUS CAMPBELL, Chancery la High Court Pet May 5 Ord Aug 1

EDMUNDS, THOMAS, Cardiff, House Agent Cardiff Pet July 30 Ord July 30

ELLIS, GEORGE, Dewsbury, Fruit Dealer Dewsbury Pet Aug 1 Ord Aug 1

HALLIWELL, JOHN, Bolton, Builder Bolton Pet July 31 Ord July 31

HARRIS, GEORGE, Silsoe, Beds, Farmer Bedford Pet Aug 1 Ord Aug 1

HOPKINS, THOMAS, Merthyr Tydfil, Haulier Merthyr Tydfil Pet Aug 1 Ord Aug 1

HUTCHINSON, ROBERT NEWTON, Grindleford, Derby, Brewer's Manager Sheffield Pet July 9 Ord July 31

MARSH, JOHN Winchester, Stonemason Winchester Pet July 31 Ord July 31

MILNES, JAMES ACKROYD, West Bowling, Bradford, Wool Dealer Bradford Pet July 31 Ord July 31

PROCTOR WILLIAM HENRY, Middlesbrough, Café Proprietor Middlesbrough Pet Aug 1 Ord Aug 1

REDSELL, EDWIN HORACE, Gravesend, Corn Merchant Rochester Pet July 31 Ord July 31

RING, WILLIAM JAMES, Strood, Builder Rochester Pet Aug 1 Ord Aug 1

ROBERTS, ROBERT, Carnarvon, Master Mariner Bangor Pet Aug 1 Ord Aug 1

TAYLER, PIERRE HUGON, Hove, Lodging house Keeper Brighton Pet June 25 Ord Aug 1

TOZER, EDWARD, Torquay, Butcher Exeter Pet July 31 Ord July 31

TUFNELL, CHARLES, Southampton bldgs, Holborn, Egg Importer High Court Pet July 1 Ord July 31

WAKE, OSWALD SILVESTER, York, Painter York Pet July 31 Ord July 31

WOOTTON, ALBERT THOMAS, West Bridgford, Notts, Laundry Manager Nottingham Pet Aug 1 Ord Aug 1

FIRST MEETINGS.

BLAKELEY, ALBERT ARTHUR, Birstall, Yorks, Quarry Labourer Aug 14 at 3 Off Rec, Bank chmbrs, Batley

BROWN, WILLIAM CLAYTON, Marske by the Sea, Grocer Aug 15 at 3 Off Rec, 8, Albert rd, Middlesbrough

CHENNELL JOHN, Maidenhead Clerk Aug 23 at 1 95, Peascod st, Windsor

COLEMAN, WILLIAM, Sheffield Aug 13 at 12 Off Rec, Figtree la, Sheffield

DUNCAN, LUCIUS CAMPBELL, Chancery la Aug 14 at 11 Bankruptcy bldgs, Carey st

ELLIS, GEORGE, Dewsbury Fruit Dealer Aug 14 at 3.30 Off Rec, Bank chmbrs Batley

FELL, WILLIAM, Beverley, Painter Aug 12 at 11.30 Off Rec, Trinity House la, Hull

GREEN, HARRY, Brighton, Caterer Aug 13 at 11 Off Rec, 4, Pavilion bldgs, Brighton

HALLIWELL, JOHN, Bolton, Builder Aug 14 at 3 19, Exchange st, Bolton

HARRIS, GEORGE JOSIAH, and DAVID HARRIS, Swansea, Coal Merchant Aug 14 at 12 Off Rec, 31, Alexandra rd, Swansea

HARRISON, JAMES, Kingston upon Hull, Fruit Hawker Aug 12 at 11 Off Rec, Trinity House la, Hull

JENKINS, LEWIS, Dowlais, Grocer Aug 12 at 12 135, High st, Merthyr Tydfil

KILGOUR, ROBERT BLACKWOOD, Liverpool, Timber Merchant Aug 13 at 3 Off Rec, 35, Victoria st, Liverpool

KIRK, ALBERT, Sheffield, Commission Agent Aug 13 at 12.30 Off Rec, Figtree la, Sheffield

LEVENTHALL, LOUIS, Leeds, Cabinet Maker Aug 13 at 11 Off Rec, 22, Park row, Leeds

LEVERTON, WILLIAM, Abercynon, Builder Aug 12 at 12 Off Rec, 31, Alexandra rd, Swansea

MARSHALL, FITZROY DYKES, Clapham Aug 14 at 11.30 24, Railway app, London Bridge

MILNES, JAMES ACKROYD, Bradford, Wool Dealer Aug 12 at 11 Off Rec, 31, Manor row, Bradford

POLLETT, ALFRED CHARLES, Brockley, Stationer Aug 14 at 12.30 24, Railway app, London Bridge

PROCTOR, WILLIAM HENRY, Middlesbrough, Café Proprietor Aug 13 at 11 Off Rec, 8, Albert rd, Middlesbrough

SPENCER, JOHN BELTON, Worksop, Hay Dealer Aug 14 at 12 Off Rec, Figtree la, Sheffield

THOMASON, FREDERICK, Moreton Pinkney, Northampton, Farmer Aug 13 at 12 1, St Aldate's, Oxford
TINN, THOMAS, Erdington. Picture Dealer Aug 14 at 11 174, Corporation st, Birmingham
TOZER, EDWARD, Torquay, Butcher Aug 14 at 10.30 Off Rec, 13, Bedford circ, Exeter
TUFNELL, CHARLES, Southampton bldgs, Holborn, Egg Importer Aug 14 at 11 Bankruptcy bldgs, Carey st
VOS, HERMAN WILLEM, Liverpool, African Merchant Aug 13 at 2 Off Rec, 35, Victoria st, Liverpool
WALKER, ALBERT EDWARD, Hadley Wood, Herts, Builder Aug 14 at 3 95, Temple chmbrs, Temple av

ADJUDICATIONS.

ARCHER, RICHARD, Darlington, Oil Merchant Stockton on Tees Pet July 30 Ord July 30
BRAYBROOK, JOHN Kingstead, Northampton, Coal Merchant Northampton Pet July 30 Ord July 30
CRICKETT, CHARLES, Margate, Restaurant Proprietor Canterbury Pet June 21 Ord July 29
DAWSON, SARA EDITH, and EMMELINE GRACE DAWSON, Eastbourne, School Proprietresses Lewes Pet July 31 Ord July 31
EDMUNDS, THOMAS, Cardiff, House Agent Cardiff Pet July 30 Ord July 30
ELLIS, GEORGE, Dewsbury, Fruit Dealer Dewsbury Pet Aug 1 Ord Aug 1
GREEN, HARRY, Brighton, Caterer Brighton Pet July 29 Ord Aug 1
HOPKINS, THOMAS, Merthyr Tydfil, Hau'ier Merthyr Tydfil Pet Aug 1 Ord Aug 1
JOHNSON, FREDERICK EDWARD, Cottingham, Yorks, Chemist Kingston upon Hull Pet July 4 Ord July 31
KING, WILLIAM JAMES, Strood, Builder Rochester Pet Aug 1 Ord Aug 1
LESTER THOMAS, Bedminster, Bristol, Greengrocer Bristol Pet July 2 Ord Aug 1
MAJOR, GEORGE, Chippenham, Wilts, Jeweller Bath Pet July 19 Ord July 31
MARSH, JOHN, Winchester, Stonemason Winchester Pet July 31 Ord July 31
MASH, GEORGE W, Streatham, Fruiterer Wandsworth Pet July 1 Ord July 31
MILNES, JAMES ACKROYD, West Bowling, Bradford, Wool Dealer Bradford Pet July 31 Ord July 31
MOYSEY, JAMES DIMOND, Blackheath Greenwich Pet July 11 Ord Aug 1
PROCTOR, WILLIAM HENRY, Middlesbrough, Café Proprietor Middlesbrough Pet Aug 1 Ord Aug 1
REDSELL, EDWIN HORACE, Gravesend, Corn Merchant Rochester Pet July 31 Ord July 31
ROBERTS, ROBERT, Carnarvon, Master Mariner Bangor Pet Aug 1 Ord Aug 1
TOZER, EDWARD Torquay, Butcher Exeter Pet July 31 Ord July 31
VINE, WILLIAM, Weymouth, Builder Dorchester Pet July 11 Ord Aug 1
VOS HERMAN WILLEM, Liverpool, African Merchant Liverpool Pet July 21 Ord Aug 1
WAKE, OSWALD SILVESTER, York, Painter York Pet July 31 Ord July 31
WALKER, ALBERT EDWARD, Hadley Wood, Barnet, Builder Barnet Pet July 3 Ord Aug 1
WOOTTON, ALBERT THOMAS, West Bridgford, Notts, Laundry Manager Nottingham Pet Aug 1 Ord Aug 1

Amended notice substituted for that published in the London Gazette of July 22:

ROPER, FREDERICK ARTHUR Darlington, Horse Dealer Stockton on Tees Pet July 17 Ord July 17

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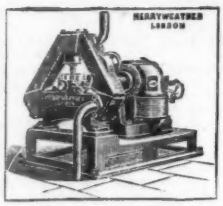

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